THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED,

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.
RESERVE FUND - £115,000.

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

X *IMPORTANT TO SOLICITORS* X

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,
24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS - - - - - -	£3,000,000
INCOME - - - - - -	£390,000
YEARLY BUSINESS - - -	£1,000,000
BUSINESS IN FORCE - -	£11,700,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :—Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Next Bonus as at 31st December, 1901.

OFFICES: 10, FLEET STREET, LONDON

VOL. XLVI., No. 3.

The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 16, 1901.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

SIR SHERSTON BAKER, Bart., Barrister-at-Law, has been appointed Judge of County Court Circuit 17, on the transfer of Judge SHORTT to Circuit 35. Sir SHERSTON BAKER was called to the bar in 1871, and is Recorder of Barnstaple.

IT APPEARS at last to be admitted that the removal of company winding-up business from the Chancery Division was a mistake, since it is stated that the judges of that division had under their consideration, at a meeting held on Monday, a communication from the Lord Chancellor having for its object the transfer of this business from Mr. Justice WRIGHT to one of them. One would have thought that it would not have taken so many years to convince the authorities of the absurdity of a system under which the winding-up judge has to be recalled from circuit to hear pressing company cases.

ON SATURDAY last the judges of Court of Appeal No. 2 took occasion to remark on the inconvenient practice in bankruptcy appeals of setting down an appeal in the daily cause list under the title of "In re A Debtor," with a view to avoid publicity. VAUGHAN WILLIAMS, L.J., said that there was nothing to distinguish one case from another, and he asked whether there was any reason why the name at least of the petitioning creditor should not be mentioned in the list; while ROMER, L.J., suggested that the record number of the application should be given. There is certainly ground for complaint as to the inconvenience of the present practice.

A PAINFUL instance of "joking wi' deeficulty" occurred at the Lord Mayor's banquet on Saturday. The Master of the Rolls, having, it is to be feared, suffered from the "chaff" of a learned judge of the Chancery Division (who is apt to be as frivolous in social moments as he is grave and admirable on the bench), appears to have resolved, in replying to the toast of "The Bench," to let off a four-barrelled jest against that Division. He, accordingly, carefully led up to the subject by considering the question whether the judges had really any claim to the hospitality of the City. He thought there was some justification for his own presence at the banquet, inasmuch as he was formerly connected with the Corporation by the "golden link" [why golden?] of trying prisoners at the Old Bailey. "But," he asked, "what had he to say for his friends of the Chancery Division? He saw them sitting there in the red robes which were generally associated with the Crown Court [joke No. 1]; and he was sure they had misgivings as to their right to be present. But how had his friends dealt with those misgivings? In a manner which savoured of diplomatic, rather than of judicial, methods. They had created a *fait accompli*. They had dined, wisely no doubt, well he hoped [joke No. 2], and having that accomplished fact to reckon with, they had postponed until to-morrow or the next vacation the consideration of their right to be present [joke No. 3]. Although there was judicial authority for the course of conduct of his brethren of the Chancery bench in deciding the case first and leaving the discussion of it until afterwards, still the precedent was drawn from the practice of the infernal regions" [joke No. 4]. Verily a speaker this "of infinite jest, of most excellent fancy."

THE CORRESPONDENCE with respect to Land Registry certificates which we print elsewhere inevitably suggests the well-known legend which we are accustomed to see at railway booking offices, and which requires passengers to verify at once, without hope of redress in the future, the correctness of their change. But a practice which is right enough in the exigencies of railway traffic is hardly, perhaps, compatible with the dignity of an office specially charged with enforcing the duty of accuracy and careful examination on an erring and, we fear, unrepentant world of landowners and their advisers. Seriously, though, there does not seem to be the slightest reason why the Land Registry, in sending out certificates, should demand a warranty of their correctness from the recipients, for that, having regard to the language in which the request for it is couched, is what the signed receipt means. Should there be an error, it is, of course, more than likely that the office will at once be informed and an opportunity given for rectifying it. A solicitor who receives a certificate may be relied on to examine it, as well in his own interest as in the interest of his client. This, however, is quite a different matter from his furnishing for the satisfaction of the Land Registry a written guarantee of correctness, with the result that all responsibility would be thereupon shifted to his shoulders. In case of error it is quite possible that questions would arise between the registry and the landowner and his solicitor, and the registry might be relied on to make the utmost possible use of the provision of section 7 (3) of the Land Transfer Act, 1897, which excludes from indemnity for a loss a person "who has caused or substantially contributed to the loss by his act, neglect, or default." Whether the officials could thus put upon the landowner a loss which was directly due to their own mistake must be regarded as at least extremely doubtful. At any rate the landowner's solicitor cannot be expected to relieve the registry of its own *primâ facie* liability, and it seems to us that the note which our correspondents have decided to endorse on receipts, however disturbing to the equanimity of the official mind, is amply justified, and is, indeed, no more than a prudent precaution.

A FEW WEEKS ago it was said in these columns that it would not be easy to exaggerate the importance of the case of *Rex* v. *Tibbits and Windust*; and that it remained to be proved by the result of the appeal in that case whether the law is strong enough to prevent interference with the due course of justice. The case has now been decided by the Court for the Consideration of Crown Cases Reserved (reported elsewhere), and every right-thinking person must feel some satisfaction that the conviction has been upheld on all points. No count in the long indictment has been adversely criticized by the court, and the indictment will, therefore, form a valuable precedent for any future case of the sort. Liberty of the press is no doubt an excellent thing; but when that liberty is so abused as to endanger the liberty of the individual, it is then full time to cut it short. To forbid a newspaper to publish discreditable particulars of the life and career of an accused person is, no doubt, an interference with the liberty of the newspaper. But when we consider that the publication of such matters, especially such as would not be admissible in evidence against the accused, must tend to influence the minds of jurors, and therefore must put the accused in greater danger than he would otherwise be, we see how the liberty of the individual is inconsistent with such liberty of the press. A curious case came before the Court of King's Bench in 1823, which is in principle somewhat like the recent case—*Rex* v. *Williams* (2 L. J. K. B. 30). While a man was awaiting his trial for murder, a play was acted on the stage of a theatre, reproducing the facts of the case as alleged by the prosecution. The accused was represented by an actor got up to closely resemble him, and who on the stage pretended to murder another actor who represented the deceased. The court then laid it down as the law, beyond any shadow of doubt, that any attempt whatever to prejudge a criminal case is an offence against public justice and a serious misdemeanour. Fortunately, such gross cases are very rare, and probably the theatrical experiment is not at all likely to be repeated; but the newspaper articles in the recent case were really quite as mischievous. It was argued for the defendants in that case that there was no evidence of any intention to pervert the course of justice. The court, however, held that this was a case in which the intent must be inferred from the probable result of the act complained of, and that if the articles were, in the opinion of the jury, calculated to interfere with the course of justice, the defendants were responsible. It was also argued that as the prisoners had been convicted the articles could not be said to have interfered with the course of justice. Such an argument is, however, manifestly absurd; for if it were accepted, it would follow that where the minds of a jury had been so influenced by such articles as to convict an innocent man, the writers of the articles would escape punishment by a plea of their own wrong. It is perfectly plain that the result of the trial is quite immaterial. The law has to provide that an accused person is tried by a jury who come to the inquiry with open minds and decide the issue on the evidence given before them, and on nothing else. The result of the recent case will, it may reasonably be hoped, help in the attainment of this object.

THE LAW as to the liability of infants for necessaries is frequently illustrated by cases in the inferior courts. It is now tolerably well settled that the question whether an infant is liable for necessaries is one of mixed law and fact; that there is a preliminary question of law whether there is any evidence that the goods supplied are within the definition of necessaries which has been given by the courts, and if the judge decides the question of law in the affirmative, that the question of fact must be decided by the jury. As to the definition of necessaries, one is sometimes a little embarrassed by the language of different judges. In *Chapple* v. *Cooper* (13 M. & W. 258) Baron ALDERSON thus expresses himself: "Things are necessary without which an individual cannot reasonably exist. . . . It must first be made out that the class [to which the infant belongs] is one in which the things furnished are essential to the existence and reasonable advantage and comfort of the infant contractor." This test is rather a severe one, but in another case in the Exchequer Reports (*Peters* v. *Fleming*, 6 M. & W., at p. 46) PARKE, B., introduces some qualification. "The word 'necessaries' is not confined in its strict sense to such articles as are necessary for the support of life, but extends to articles fit to maintain the particular person in the state, station, and degree of life in which he is." If we look at some of the cases which are considered good law, this qualification certainly appears to be necessary. In *Hands* v. *Slaney* (8 T. R. 578), where the action was for the price of livery for the servant of the defendant, a captain in the army, Lord KENYON thought there was evidence for the jury, saying, "I cannot say that it was not necessary for a gentleman in the defendant's situation to have a servant, and if it were proper for him to have one, it was equally necessary that the servant should have a livery." The usages of mankind have, of course, changed since these words were spoken, and they may be contrasted with the ruling in *Bryant* v. *Richardson*, tried before BRAMWELL, B., in 1866. It appears from the note (L. R. 3 Ex. 93) that the defendant, an ensign in the Fusiliers, had been supplied with a large quantity of cigars and tobacco. The Court of Exchequer held that there was no evidence for the jury, for unless special circumstances were shewn, cigars and tobacco were not necessary to any infant. We cannot say whether either of these decisions would be regarded with approval in military circles. Coming to a later period, we find that the judges of the county courts, who have to deal both with law and fact, seem disposed to extend the liability of the infant contractor. In a case which came before the judge of the Westminster County Court (now judge of the City of London Court) a short time ago, he held that there was nothing to prevent bottles of whisky ordered by an infant from coming under the definition of "necessaries," and the judge of the county court at Falmouth, a few days ago—in a case where the defendant, an apprentice in a quarry, had hired a bicycle—said that a bicycle had become a necessary for a young man in health, and gave judgment for the plaintiff. It was said by WILLES, J., in *Ryder* v. *Wombwell* (L. R. 4 Ex. 40) that "the judges do know as much as juries what is the usual and normal

state of things, and consequently whether any particular article is of such a description as that it may be a necessary under such usual state of things." But the knowledge and experience of judges must to some extent vary with the lives which they have led, and the question, What things are necessary to maintain an infant in the station of life to which he belongs, is a delicate one. Many persons object to anything which may be thought to encourage dealings upon credit, and this objection has certainly gained ground in recent years. But it must be remembered that many young men have to provide their expenses out of a salary which is paid at considerable intervals, and which they are often obliged to anticipate. We think, on the whole, that there is no ground for any change in the law which prevails in all English-speaking communities, and which, unlike the civil law, considers that a minor should have a limited power of binding himself by a contract.

A QUESTION of considerable importance to publicans, and one on which metropolitan police magistrates have differed, has now been decided by a Divisional Court in the case of *Sealy* v. *Tandy*. The question, shortly, is whether a publican has a right to eject a would-be customer from his premises when that person is not either drunk or disorderly. The respondent in the case had been guilty of violent and quarrelsome conduct in the appellant's licensed house on previous occasions. On the day in question he had entered the house quietly, but was immediately ordered out by the appellant because of his former misconduct. The respondent refused to leave, and when the appellant proceeded to forcibly eject him, he assaulted the appellant and was subsequently summoned for the assault. The magistrate, however, held that a licensee's right to eject a customer is controlled by section 18 of the Licensing Act, 1872, which gives him power to turn out any person "who is drunken, violent, quarrelsome, or disorderly"; and that as the respondent was not on the occasion in question either drunken, violent, quarrelsome, or disorderly, the licensee had no right to use force, and the summons for assault should be dismissed. The magistrate, apparently, professed to act on the authority of *Dollimore* v. *Sutton* (78 L. T. 469). We commented on this view of the law in these columns in our issue of the 2nd of March last (45 SOLICITORS' JOURNAL, 305), and gave it as our opinion that it was wrong, and that, though a publican invites the public to enter his house (as does every shopkeeper), there is nothing to prevent him from revoking his invitation entirely by shutting his doors, or partially, by requesting a certain person to leave. This view of the law has now been upheld by the Divisional Court, and the decision of the magistrate has been overruled. The confusion has arisen through not distinguishing between an inn and a traveller on the one side, and an ordinary drinking shop and a non-traveller on the other. There is the greatest difference between an inn and a mere shop for the sale of liquor; and the rules of the common law with regard to inns must not be applied indiscriminately to the ordinary public-house, which is usually no more than a shop. In *Reg.* v. *Rymer* (25 W. R. 415, 2 Q. B. D. 136) it was held that no one has a right to insist on being served in a tavern any more than in any other shop. The court has now gone a step farther, and has held that the publican has the right to request any person to leave if he does not wish that person to remain on his premises. Of course, if this right is exercised capriciously, the publican may have to answer for his conduct at the licensing sessions, but that is immaterial to the definition of his legal rights. Certainly it will tend to promote good order if it is now clearly recognized that a publican can refuse the use of his house to undesirable customers who are likely to misconduct themselves. There are persons whose presence in a public-house is a constant danger to the licensee, and probably many a licensee will be glad to know that he can keep such persons out.

THE EFFECT of an assignment or charge relating to a future debt came in question in *Jones* v. *Humphreys* (decided this week by Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.), on appeal from the Westminster County Court (commented on in the county court, 45 SOLICITORS' JOURNAL 532). An assistant master at a school, being indebted to the plaintiff in a sum of £15, by an instrument in writing assigned to him "so much" of his salary from the defendant (the head master of the school) "as shall be necessary and requisite for payment to you of the sum of £22 10s.," and the plaintiff gave notice of this assignment to the defendant. Salary amounting to £24 subsequently accrued due from the defendant, and the action was brought to recover payment of the plaintiff's debt. Section 25 (6) of the Judicature Act, 1873, was of course relied upon in support of the claim. The authorities as to the effect of an assignment of this nature are not easy to reconcile. In *Brice* v. *Bannister* (3 Q. B. D. 569) it was held by the Court of Appeal that a direction by a shipbuilder to the shipowner to pay to the plaintiff a specified sum out of the moneys which should become due under a shipbuilding contract, was a good assignment of that sum under the 25th section. And it is of course settled law that a mortgage of a specified debt in the ordinary form of an assignment with a proviso for redemption, is "an absolute assignment (not purporting to be by way of charge only)" within the section: see *Tancred* v. *Delagoa Bay Railway Co.* (23 Q. B. D. 239), *Comfort* v. *Betts* (1891, 1 Q. B. 737), *Durham Brothers* v. *Robertson* (1898, 1 Q. B. 765). But where the interest of the debtor under a contract was assigned "on security for the repayment" of the debt, it was held by the Lord Chancellor and A. L. SMITH and VAUGHAN WILLIAMS, L.JJ., in *Mercantile Bank of London* v. *Evans* (1894, 2 Q. B. 613), that there was no absolute assignment. It seems clear, on the whole, that to come within the section the assignment must be of a definite debt or sum, and that it must not be expressed to be by way of security only, and it is questionable whether an assignment of a part only of an entire debt is within the statute: see per CHITTY, L.J. (1898, 1 Q. B., at p. 774). It is difficult to distinguish *Jones* v. *Humphreys* from *Mercantile Bank of England* v. *Evans*, and there is little doubt that the Divisional Court was right in affirming the decision of Judge LUMLEY SMITH that the document in question did not assign any definite sum, and was at best a mere charge and not an absolute assignment within section 25.

THE IMMEDIATE notification of infectious diseases is always a matter of supreme importance to the public welfare, and particularly at the present time, when a serious epidemic of small-pox is possible at any time. A recent case before a London magistrate serves both to emphasise the danger which the public may run owing to the neglect of that duty, and also the legal limits within which that duty can be enforced. It is with the legal aspect of the case that we are particularly concerned. The case for the prosecution broke down because their evidence, although it proved a certain amount of carelessness on the part of the medical practitioner, which the magistrate emphasized by disallowing him his costs, did not bring him within the terms of section 55 of the Public Health (London) Act, 1891, which, so far as is material, provides that "where an inmate of any house . . . is suffering from an infectious disease . . . every medical practitioner attending on, or called in to visit the patient, shall forthwith, on becoming aware that the patient is suffering from an infectious disease, . . . send to the medical officer of health of the district a certificate stating . . . the infectious disease from which, in the opinion of such medical practitioner, the patient is suffering." To bring the accused within the terms of this section it is not sufficient to prove that the person was *in fact* suffering from an infectious disease or that the doctor *ought to have known it*. It must be carried further than that, and *actual knowledge*, or at any rate knowledge amounting to a *definite* opinion must be proved. It may very possibly be desirable in the public interest that where a doctor has, or if he possessed sufficient skill ought to have, reasonable grounds for suspecting infectious disease, he should be obliged to notify the case. But this is not the law, and would moreover involve a very serious increase in the responsibilities of medical practitioners. It might, however, be contended with much plausibility that, just as a private individual is entitled to assume that a medical man possesses reasonable medical skill, so also the public welfare demands that the State should be entitled to assume that, so far as his

profession touches public matters, a doctor should exercise reasonable skill. It is, at any rate, unfortunate that at a moment like the present the sanitary authorities should be discouraged from taking action by a legal decision which certainly raises formidable difficulties in their way.

THE TENTH General Annual Report on the Winding-up of Companies which has just been issued by the Board of Trade, and which covers the results, so far as ascertained, for the year 1900, does not seem to present any special features. The number of new companies registered during the year was 4,510, which is nearly the same as the number for the previous year, and maintains the level which has prevailed since 1896, when a marked increase took place. In the same year (1900) the companies which went into liquidation were 1,804, and those which were removed from the register as being abortive or defunct, without liquidation, were 904—a total of 2,708; the net increase on the register for the year being thus 1,802. The figures shew that the preference for voluntary over other forms of liquidation is well maintained. The number of compulsory liquidations was 117; of liquidations under supervision, 38; and of voluntary liquidations, 1,649. The results for 1899 were practically identical. In the magnitude of the sums involved there is fortunately a great reduction in the enormous amounts which signalized the liquidations at the beginning of the last decade of the nineteenth century. This state of things is reflected in the brevity of the remarks which Mr. JOHN SMITH, the Inspector-General in Companies Liquidation, prefixes to the details of the winding-up of particular companies and to the statistical tables. In his opinion the Act of 1900 has had its due effect both in educating the public and in reducing the number of unscrupulous and fraudulent promoters. "The fact would appear to be," he says, "that the public diclosures and discussions of the irregular uses to which the Companies Acts are sometimes put, that have taken place during the ten years in which the Companies (Winding-up) Act has been in operation, have tended to educate the public mind and to induce caution in dealing with public undertakings, either on their inception or during their subsequent career." We trust that this surmise is well-founded, and cordially endorse Mr. SMITH'S hope "that the annual volume and importance of company insolvency has, for the time at least, reached its maximum, and that subsequent statistics may shew a return to more normal conditions."

THE PUBLIC Libraries Act (1 Edw. 7, c. 19), if not the most important of the minor Acts of the late session, is at all events in one respect the most interesting. On its very threshold there occurs the *fiasco* of a title which promises more than it performs, setting out that one of its objects is "to regulate the liability of managers of libraries to proceedings for libel," whereas the Act itself contains not a word of any such regulation, thus raising, instead of solving, a question of painful interest to librarians (see *Master* v. *Trustees of the British Museum*, 10 Times L. R. 338) whether, and how far, they are liable to be sued for libels contained in library books. This curious flaw in the title is, of course, attributable to the protection of librarians which the House of Lords had granted, being denied by the House of Commons, where clauses amended by the help of the Lord Chancellor in the House of Lords had been struck out. But why were the clauses struck out? We have endeavoured to solve the mystery by search in the pages of Hansard. All we can find to throw any light upon it is this, which appears in the report of proceedings in Committee on the Bill, which took place on the 3rd of July:

"The Solicitor-General objected to further proceedings, with the observation that he had no desire to stop the Bill, but certain matters had been submitted to the Law Officers of the Crown and certain advice given which necessitated this matter being postponed for a short time."

The Lord Chancellor presided at a meeting of the Rule Committee of the Supreme Court held at the House of Lords on Wednesday, when among the members present were: The Lord Chief Justice, the Master of the Rolls, Sir Francis Jeune, Lord Justice Vaughan Williams, Lord Justice Cozens-Hardy, Mr. Justice Channell, Mr. Renshaw, K.C., and the President of the Law Society. A number of important rules were considered by the committee.

COVENANTS RUNNING WITH TIED HOUSES.

THE current number of the Chancery Division Law Reports contains a report of the judgment of FARWELL, J., in *Manchester Brewery Company* v. *Coombs* (1901, 2 Ch. 608), a case of considerable importance with reference to covenants running with the land generally, and in particular with reference to covenants affecting "tied houses." The question whether the benefit of a covenant by the lessee of a public house to take beer or other liquors from his lessor passes to the assignee of the lessor's business or reversion, was for many years left to be settled in accordance with the principles to be gathered from *Doe* v. *Reid* (10 B. & C. 849); but recently a series of cases have shewn that *Doe* v. *Reid* is not to be treated as an authority of general application, and though it has not been overruled, it is only safe to rely upon it under circumstances practically identical with those there before the court. This process of qualifying *Doe* v. *Reid* seems to have been carried appreciably further in the present case. The other point which FARWELL, J., has decided relates to the possibility of the benefit of a covenant running in favour of the assignee of the reversion where there has been no demise under seal, and the doctrine of *Walsh* v. *Lonsdale* (31 W. R. 109, 21 Ch. D. 9) has been applied so as to enable the right of the assignee to specific performance of an agreement not under seal to take the place of an actual demise. It will be useful to consider the manner in which both these points were dealt with.

When the lessee of a public-house covenants to take beer from the lessor, who is then in business as a brewer, it may be the intention that the house shall be tied only to that particular brewery, or that the benefit of the covenant shall go to assigns of the business generally, whether carried on at the same brewery or not. It may also result from the words of the covenant, though this is not likely to be in the contemplation of the parties, that the benefit of the covenant may pass to assigns of the reversion, although they are not also assigns of the business, and an additional complication is introduced when the original brewery business is still carried on by the lessor after he has parted with the reversion. These various sets of circumstances are illustrated by the cases. In *Doe* v. *Reid* (*supra*) the lessors were described as of the A. brewhouse, and the lessee covenanted to take from the lessors, their executors, administrators, and assigns, or "their successors in their late or present trade as brewers," all such of certain liquors as should be brewed by them. The lessors sold their trade and the public-house, with other premises, and the purchasers removed the plant to another brewery two miles away where they carried on business, the original brewery being no longer used for that purpose. It was held that the trade carried on by the lessors had by these events been determined, and that the lessee was no longer bound by the covenant; and the terms in which this decision was given seemed to make it a natural inference that such a covenant would always come to an end upon the removal of the brewery to other premises. "I cannot understand," said Lord TENTERDEN, C.J., "what is meant by the assignment of a trade generally; and the assignment of a trade in a particular place means the goodwill of that trade. To that, I think, the covenant in question must be held to apply, and [the purchasers] have put an end to the trade whereof the goodwill was assigned to them. The covenant, also, must therefore be at an end." BAYLEY, J., was equally explicit: "I am of opinion that the successors of any party in business are they who carry on the same business in the same place."

But though *Doe* v. *Reid* seemed to forbid the possibility of the benefit of a covenant to take beer passing to an assignee of the reversion in a public-house who did not carry on the brewery on the same premises as the original lessor, subsequent cases have conclusively shewn that this view is incorrect, and the effect of *Doe* v. *Reid* has been rigorously restricted to the special circumstances of the case and by the language of the particular covenant. A decisive step in this direction was taken in *Clegg* v. *Hands* (38 W. R. 433, 44 Ch. D. 503). There the definition clause in a lease of a public-house defined the term "lessors" to include "assigns," and the lessee covenanted not to deal in any beer other than that purchased from the lessors. At the date of the lease the lessors carried on business as

brewers at the A. brewery, but subsequently they sold this brewery with the goodwill, and they conveyed to the purchaser the reversion on the lease and expressly assigned to him the benefit of the covenant just specified. The original lessors dissolved partnership and ceased to carry on business. The purchaser did not use the A. brewery, but brewed, as he had previously done, at an adjacent brewery. He was also, as the lessors had been, a vendor of beer not of his own brewing. There was of course one obvious point distinguishing this case from *Doe* v. *Reid*. There was nothing said in *Clegg* v. *Hands* as to the benefit of the covenant passing to a "successor in business." As extended by the definition clause the term "lessor" included assigns, and, provided the covenant was one which could run with the land, the benefit of it would go generally to any assign of the reversion, whether a successor in business or not.

The result is so startling as regards the tenants of tied houses that it has naturally been argued that a covenant of this kind will not run with the reversion at all, or at any rate will only run with the reversion so long as it is in the hands of the owner of the original brewery. In *Doe* v. *Reid* it seems to have been considered by BAYLEY, J., that the covenant would not run with the land. "It is not necessary," he observed, "to say whether the covenant in question did or did not run with the land, but I think it would be very difficult to shew that the *Mayor of Congleton* v. *Pattison* (10 East, 130), does not govern this case." There a covenant restricting the persons who could be hired to work at the lessee's mill was held not to run with the land. In *Clegg* v. *Hands*, however, this objection was definitely set aside by the Court of Appeal. The covenant, said LINDLEY, L.J., "is a contract relating to the way in which the business of the house is to be carried on; therefore it is a contract relating to the public-house, just as much, in my opinion, as a contract as to the mode in which the cultivation of a particular bit of land is to be carried on, relates to the land. It affects the value of the reversion; it affects the house; and, in my opinion, it is a contract running with the land." This result was further supported by the fact that there had been an express assignment of the benefit of the covenant, and since it was held that the covenant was not personal in its nature, this in itself entitled the assignee to sue. With respect to the occurrence of the word "assigns" in the covenant in *Doe* v. *Reid*, it was pointed out that the word was practically limited by the following words to assigns who were successors in business, and further, that under the circumstances this meant persons who carried on the trade at the particular brewery.

In *Birmingham Breweries (Limited)* v. *Jameson* (67 L. J. Ch. 403), the next case upon the subject, there was both a definition clause extending "lessor" to include "assigns," and the covenant bound the lessee to deal with the lessor or his firm or his or their successors in business. The matter was further complicated by the fact that the reversion was assigned without the business, which continued to be carried on by the lessor's firm. The Court of Appeal held, however, that the definition clause did not apply to the covenant, so that it remained as a covenant binding the lessee only to the original lessor or his successors in business, and not to assigns of the reversion as such. Hence, as the assigns were not also the successors in business, they did not take the benefit of the covenant. On the other hand, in the present case of *Manchester Brewery Co.* v. *Coombs* (*supra*), the severance of the reversion from the business had not occurred. The defendant, in 1892, executed under seal an agreement to take a hotel as yearly tenant to BROADBENTS (Limited), and he thereby covenanted to purchase all his beer and certain other liquors, and also cigars, from the landlords "and their successors in business." This covenant differed from that in *Clegg* v. *Hands* in that assigns were not expressly mentioned, while successors in business were. The omission of assigns, however, was not material. When it is settled that the covenant can run with the land, it is evident that it directly concerns the land, and so will run without express mention of assigns. But a serious question arose whether the term "successors in business" was to be extended in the manner contended for by the plaintiffs, who had purchased the business of BROADBENTS (Limited) and carried it on with their own business on different premises. According to the principles laid down in *Doe* v. *Reid*, it is doubtful whether this was such a carrying on of the business of the lessors as to entitle the plaintiffs to enforce the covenant.

Once again, however, stress has been laid on the special circumstances in *Doe* v. *Reid*. There it was possible to construe the covenant as being restricted to the taking of beer brewed by the lessors or their successors in business at the original brewery. Here there was no reference in the lease to any particular brewery; nor, on its face, did it appear that the lessors had any more to do with the brewing of beer than with the manufacture of cigars. There was simply a clause in favour of "successors in business," and FARWELL, J., gave to this its natural effect, and extended it to purchasers of the business, although they did not carry on the business at the same place. It seems to follow from the cases that only under exceptional circumstances will a "tied-house" covenant cease upon the sale of the lessor's business and its transfer to different premises; though an assignee of the reversion in the tied house, who leaves the business in the hands of his assignor, may find that he gets the house without the benefit of the covenant. In the ordinary case, however, where the business and the reversion are assigned together, the benefit of the covenant will follow the business even to different premises. But in every case the particular words of the covenant have to be carefully considered. The other point in the present case, referred to above, which arose by reason of the agreement not having been executed by the landlords, we must reserve for separate consideration.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

THE decisions annually given in the Supreme Court specially affecting the county courts are generally, comparatively speaking, few in number, and certainly do not indicate in any adequate manner the volume and variety of litigation year by year absorbed by those courts in respect of their concurrent, exclusive, and derivative jurisdiction. Nevertheless, many of these decisions are important, and require to be noticed by county court practitioners and others. We propose, therefore, in the present article, in accordance with our annual custom, shortly to deal with such of them as were given during the legal year just expired. It will be found that, as usually happens, most of the decisions concern the jurisdiction of the county courts, and with these it will be convenient to deal first, and then to notice those which relate to the practice of those courts.

The importance of closely adhering to the official form of affidavit prescribed by the County Court Rules, where such affidavit constitutes in itself a condition precedent to the exercise of jurisdiction by the county court judge, is well exemplified by three cases to which reference must now be made. In each of these three cases it will be noticed that the affidavit objected to was required in order to obtain leave to issue a judgment summons under order 25 of the County Court Rules, 1888. In *McIntosh* v. *Simpkins* (49 W. R. 241; C. A., 1901, K. B. 487) the form of affidavit used was held to be defective, and insufficient, therefore, to confer upon the county court judge jurisdiction to give the leave asked for, because, though it stated that the defendant lived in a house of a yearly value mentioned, where he carried on the business of a builder, it did not state, in accordance with the prescribed form of affidavit (Form 52A, Appendix H, County Court Rules, 1889), any circumstances shewing that the business was profitable or that the judgment debtor was married, and, if so, had children. Again, in *Lumley* v. *Osborne* (49 W. R. 374; 1901, 1 K. B. 532), where the affidavit used on an application for leave to issue a judgment summons against a partner, omitted to disclose the plaintiff's sources of information and grounds of belief that the judgment debtor was a partner, it was held that such omission constituted a material part of the prescribed form of affidavit (County Court Rules, 1889, App. H, Form 52c), and rendered irregular the issue of the judgment summons and all subsequent proceedings thereon. In accordance with these decisions, the Court of Appeal, in *Alderton* v. *Palliser and Another* (49 W. R. 706; 1901,

2 K. B. 833), have now held, in *general* terms, that an affidavit in support of an application for leave to issue a judgment summons must substantially accord with the form prescribed by the County Court Rules, and that if it does not do so, the want of jurisdiction appears on the face of the proceedings, and cannot, therefore, be waived. Somewhat in contrast (as we venture to think) with what was held in the case last referred to, with regard to the inability of the parties to waive a want of jurisdiction apparent on the face of the proceedings, is the decision of the Divisional Court (Lord ALVERSTONE, C.J., and LAWRANCE, J.), in *Dierkin* v. *Philpot* (49 W. R. 703; 1901, 2 K. B. 380). There an order to remit an action of contract to a county court was made, which was clearly invalid, because so much of the plaintiff's claim indorsed on the writ as exceeded £100 was not abandoned until *after* action brought. It was, however, held, that, as the defendant had not appealed against such order, the county court judg had jurisdiction to try the action, though the invalidity of the order was fully apparent from the writ itself. It would seem, however, from a case (not cited at the bar or on the bench)—namely, *R.* v. *Stonor* (50 L. T. 97), that, where, at the trial of a remitted action, it appears that the remitting order was wrongly made, the county court judge is quite justified in temporarily refusing to try the case, and in making a return to the High Court of the special circumstances affecting the validity of the order, even though the parties themselves may have waived all grounds of objection thereto. In this connection, while dealing with county court jurisdiction, it may be useful to mention here that, according to the recent case of *Solomon* v. *Mulliner* (1901, 1 K. B. 76), it has been held (following *Lovejoy* v. *Cole*, 43 W. R. 48; 1894, 2 Q. B. 861, and disapproving of *Golshill* v. *Clarke*, 68 L. T. 414) that an action "*which could have been commenced in a county court*," within the meaning of section 116 of the County Courts Act, 1888, is one of a kind which a county court can entertain, though the amount claimed by the plaintiff may exceed the limit of county court jurisdiction.

In *Shields, Whitley, and District Amalgamated Model Building Society* v. *Richards* (1901, 84 L. T. 587) it was held that where a mortgage is reduced from over to under £500, the case is brought within the equitable jurisdiction of the county court, so as to enable a foreclosure action to be retransferred to that court from the High Court, under the latter part of section 68 of the County Courts Act, 1888. With regard to the jurisdiction of the county courts under special statutes, one case has been decided to which reference must be made—namely, *Tunbridge Wells (Mayor)* v. *National Telephone Co.* (83 L. T. 525), where it was held that the jurisdiction conferred upon the county court judge as arbitrator, under sections 3 and 4 of the Telegraph Act, 1878, cannot be invoked by a company which is merely the delegate from the Postmaster-General of statutory powers conferred on him.

The admiralty jurisdiction of the county courts has given rise to one decision which may here conveniently be noticed. The case referred to is *The Swindon* (49 W. R. 634). There a board of a Coal Trimmers' Union, called the Trimming Committee, came to the conclusion that a certain vessel was, according to their bye-laws a "self-trimmer," the effect of which was to bind her to a certain prescribed tariff rate of the board's. It was, however, held by the county court (and affirmed by the Divisional Court) that the question for determination was one of law and was within the jurisdiction of the county court and not of the Trimmers' Union.

The jurisdiction of the county court in interpleader cases was considered in *Nunn & Co.* v. *Tyson* (1901, 2 K. B. 48), which decides that a written claim by a married woman to goods taken in execution under the process of the court, and served by her on the high bailiff, as a preliminary to interpleader proceedings, is a "proceeding instituted" by her within the meaning of section 2 of the Married Women's Property Act, 1893 (56 & 57 Vict. c. 63), and that, therefore, there is jurisdiction for the county court judge to order the costs of the interpleader proceedings, incurred by the successful execution creditor, to be paid out of the property of the married woman which is subject to a restraint on anticipation, and to enforce payment by the appointment of a receiver.

The extent of the jurisdiction possessed by the county courts, in regard to new trials, was considered in *Robinson* v. *Fawcett and Firth* (1901, 2 K. B. 325), where it was held that the judge has no power on an application for a new trial to enter judgment for the applicant.

Turning next to cases affecting not the jurisdiction of the county courts, but other matters, it was held in *Willis* v. *Lovick* (49 W. R. 540; 1901, 2 K. B. 195) that in an action in the county court for commission, the defence that the promise to pay the sum claimed was null and void, under section 1 of the Gaming Act, 1892 (55 Vict. c. 9), as being made in respect of a gaming and wagering contract, is a statutory defence of which notice must be given under ord. 10, rr. 10 and 18*a*, of the County Court Rules, 1889.

On the ever-important subject of *costs* two or three decisions must now be noticed. That given in *Duxbury* v. *Barlow* (1901, 2 K. B. 23) first claims attention. It was there held by the Court of Appeal (reversing the decision of GRANTHAM, J.) that the provision contained in ord. 65, r. 12, of the Rules of the Supreme Court, making a successful plaintiff's right to costs on the High Court scale in actions of contract dependent on his recovery of a sum "exceeding £50," is, in cases where several persons are joined as defendants (in respect of separate and distinct causes of action) to be so construed as to make the plaintiff's right to High Court costs against each defendant depend upon whether the plaintiff has obtained judgment against him for a sum exceeding £50, and not upon whether the plaintiff recovers in his action an aggregate sum exceeding that amount, even though his *admitted* claim against one of the defendants actually does exceed £50. Without venturing to question the accuracy of this decision, we cannot but fear that its effect will be to encourage multiplicity of suits, as, save in cases where the plaintiff's claim against *each* defendant *exceeds* £50, it will in future hardly be safe for a plaintiff to pursue the course prescribed by ord. 16, r. 14, of the Rules of the Supreme Court, and join as defendants in one High Court action all persons against whom "the right to any relief is alleged to exist, whether jointly, severally, or in the alternative." With regard to other cases affecting the subject of costs it was held in a case already cited in this article for another purpose—namely, in *Solomon* v. *Mulliner* (*ubi supra*)—that a plaintiff in an action of trover, who claims a sum exceeding £50, but recovers less than £10, is not entitled to costs, as the action was one "which could have been commenced in the county court" within the meaning of section 116 of the County Courts Act, 1888. With reference to costs in admiralty actions, it was held in *The Skudenaes* (70 L. J. P. 64) that where, in an admiralty action, money is paid into the county court by the defendant unconditionally, and accepted by the plaintiff in satisfaction, the plaintiff is entitled to his costs under ord. 39*b*, r. 50*a*, of the County Court Rules, and to have them taxed under column B of the County Court Scale, under rule 80 of the same order, unless the county court judge otherwise directs, even where the amount so recovered is under £2. On the subject of security for costs two decisions have been given. In *Re Harwood and Abrahams* (1901, 2 K. B. 304, C. A.) it was held that an appeal against the decision of a county court judge, upon an application for compensation under the Workmen's Compensation Act, 1897, is not in the nature of a motion for a new trial, and that the applicant can, therefore, be ordered to give security for the costs of the appeal. In *Moore* v. *Pinwick* (70 L. J. K. B. 471), on the other hand, the general proposition was established that the High Court will order security for costs to be given of an appeal from a county court where it appears that the appellant had disposed of his goods for the purpose of avoiding payment of the respondent's costs.

With regard to *execution* in county court actions, it was held in *Yates* v. *Terry* (49 W. R. 112; 1901, 1 Q. B. 102) that a garnishee summons issued by a county court attaches the whole of the moneys owing, or accruing due, from the garnishee to the judgment debtor, and that an assignment by the judgment debtor of the balance of such moneys, over and above the amount of the judgment debt, is, therefore, invalid. Mention has already been made above, in dealing with cases touching the jurisdiction of the county courts, of the only other recent decision on the subject of execution in the county court—namely,

Nunn & Co. v. *Tyson* (*ubi supra*), where it was held that the property of a married woman which is subject to a restraint on anticipation is available for payment of the interpleader costs of a successful execution creditor, and that such payment can be enforced by the appointment of a receiver.

REVIEWS.

RULING CASES.

RULING CASES. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., of Lincoln's-inn, Barrister-at-Law. Assisted by other Members of the Bar. WITH AMERICAN NOTES, by LEONARD A. JONES, A.B., LL.B. (Harv.). Judge of the Court of Land Registration of Massachusetts. VOL. XXIV: SEARCH-WARRANT—TELEGRAPH. Stevens & Sons (Limited).

The importance of this volume of Ruling Cases chiefly depends upon the long list of authorities—forty-two in number—which have been collected to illustrate the title "Ship." The list of cross-references with which the title is headed shews that this collection is by no means intended to cover the whole field of law pertaining to maritime matters. Many topics — bills of lading, charter-parties, demurrage, for instance—have been already dealt with in the appropriate places. The present title seems to deal with a residuum of matters which are here collected for the purpose of completing the subject. It includes, for instance, sections on the property in and management of a ship, and on the authority and duties of a master—matters which one would naturally look for under this heading; and also sections on general average, salvage, and maritime lien, which perhaps would have been more conveniently placed under independent titles. The question of arrangement, however, will be of secondary importance when the series is complete and is supplemented by a good index. The selection of cases appears to be usefully made. Maritime lien, for instance, includes the well-known case of *The Bold Buccleugh* (7 Moore P. C. 267), in which the principles of the subject were established, and *The Heinrich Björn* (11 App. Cas. 270), in which the error made in the earlier case as to coincidence between maritime lien and the action *in rem* was corrected, and the notion that a lien for necessaries had been introduced by virtue of the proceedings *in rem* created by the Court of Admiralty Acts of 1840 and 1861 was finally repelled. Other important titles included in the volume are the "Settled Land Acts"—under which the *Marquis of Ailesbury's case* (1892, A. C. 356) is given—and "Solicitor." The concluding title, "Telegraph," gives the interesting case of *Dickson* v. *Reuter's Telegraph Co.* (3 C. P. D. 1) on the liability of a telegraph company for error in the transmission of messages. We have frequently expressed our appreciation of the utility of the series, an appreciation which grows with use. We are glad, therefore, that it is now so near completion.

BOOKS RECEIVED.

Conveyancing, Settled Land, and Trustee Acts, and other Recent Acts affecting Conveyancing, with Commentaries. By H. J. HOOD, M.A., one of the Bankruptcy Registrars of the High Court of Justice; and (the late) H. W. CHALLIS, M.A., Barrister-at-Law. Sixth Edition. By P. H. WHEELER, M.A., B.C.L.; assisted by J. I. STIRLING, M.A., Barrister-at-Law. Stevens & Son; Reeves & Turner. Price 20s.

The Principles of Equity, intended for the use of Students and of Practitioners. By EDMUND H. T. SNELL, Barrister-at-Law. Thirteenth Edition. By ARCHIBALD BROWN, M.A., B.C.L., Barrister-at-Law. Stevens & Haynes.

The Law relating to the Reconstruction and Amalgamation of Joint Stock Companies, together with Forms and Precedents. By PAUL FREDERICK SIMONSON, M.A., Barrister-at-Law. Effingham Wilson; Sweet & Maxwell.

The Lawyer's Companion and Diary, and London and Provincial Law Directory for 1902; with New Stamp Duties, Time Tables of the Courts, Index to Practical Statutes, Public Statutes for 1901, Legal Business of the Months, Oaths in Supreme Court, Estate, Legacy and Succession Duties, Legal Time, Interest, Discount and other Tables, &c. Edited by E. LAYMAN, B.A., Barrister-at-Law. Fifty-sixth Annual Issue. Stevens & Sons (Limited); Shaw & Sons. Prices from 3s. 6d. to 10s. 6d.

It is stated that Mr. Justice Jelf, who is at present the Judge in Chambers, will remain in town during the whole of the present sittings in the place of Mr. Justice Lawrence, absent on circuit.

The Master of the Rolls and Mr. Justice Walton will be invited to a complimentary dinner by the Northern Circuit in celebration of their recent appointments, and the members of the Oxford Circuit will entertain Mr. Justice Jelf at dinner.

CORRESPONDENCE.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is the practice of the Land Registry to send with every certificate a printed covering letter which reads as follows: "I beg to forward herewith the documents mentioned in the enclosed form of receipt, which if you find it correct, you will please be good enough to sign, date, and return."

As it was not clear to us whether in signing the receipts we might not perhaps years hence be held responsible for the correctness of the certificates, we recently deemed it prudent to stamp the receipts with a note which reads as follows: "The responsibility for the correctness of the certificates rests, of course, with the registry, as we do not accept any responsibility."

We enclose a copy of the correspondence with regard to this note which has since passed between the Land Registry Office and ourselves. In view of the heavy fees charged, the registry should undoubtedly accept responsibility for their certificates. This, however, is not apparently the official view. It is of great importance to solicitors to protect themselves from the possibility of claims arising out of mistakes made in the Registry Office, and we are sending you the correspondence as the matter is obviously one that should be ventilated. LEGGATT, RUBINSTEIN, & Co.

5, Raymond-buildings, Gray's-inn, Nov. 12.

The following is the correspondence referred to:

[COPY.]

3 and 4, Clement's-inn, Strand, W.C.,
7th November, 1901.

Title No. 50,960.

Gentlemen,—I have shewn the registrar the note made by you on the receipt for the land certificate and lease in this case, and am directed by him to inform you that he does not admit the correctness of the position you take up, and to ask you to treat this letter as applying to all future cases in which you place a similar note on the receipt for certificates, &c., sent from this office.—I am, your obedient servant,

(Signed) HUGH POLLOCK, Assistant Registrar.

Messrs. Leggatt, Rubinstein, & Co., 5, Raymond-buildings, Gray's-inn, W.C.

Land Registry, 34, Lincoln's-inn-fields, London, W.C.,
7th November, 1901.

Title Nos. 46,800, 46,812, 46,951, and 47,315.

Dear Sirs,—I brought to the notice of the registrar to-day your lithographed note at the foot of the receipts for documents in the above cases.

I find that Mr. Pollock has already done so in respect of land south of the Thames, and I am desired by the registrar to request that you will take Mr. Pollock's letter to you on the subject as applying equally also to cases of land north of the Thames.—I am, your faithfully,

(Signed) T. S. DRURY, Assistant Registrar.

Messrs. Leggatt, Rubinstein, & Co., 5, Raymond-buildings, W.C.

5, Raymond-buildings, Gray's-inn, W.C.,
8th November, 1901.

Titles Nos. 46,800, 46,812, 46,951, 47,315, and 50,960.

Dear Sirs,—In acknowledging on your forms the receipt of the certificates in the above cases, we considered ourselves justified in intimating that we did not accept any responsibility for the correctness of the certificates.

We have received letters of yesterday's date, respectively signed by Mr. T. Drury and Mr. Hugh Pollock, Assistant Registrars, both intimating that you do not admit the correctness of the position we take up in disclaiming responsibility.

Will you please let us know if we are to understand from the letters of the assistant registrars that, in your view, our clients or we are responsible for the correctness of all certificates which you issue and send to us on behalf of our clients?—Yours truly,

(Signed) LEGGATT, RUBINSTEIN, & Co.

The Registrar, Land Registry, 3 and 4, Clement's-inn, Strand, W.C.

Land Registry, 34, Lincoln's-inn-fields, London, W.C.,
November 9th, 1901.

Gentlemen.—In reply to your letter of yesterday, I beg to state that I have nothing to add to the letters of the assistant registrars, which were merely intended to prevent (at the commencement of a practice which you appear to intend to continue) your inferring from silence that your views were accepted.

Should any question of responsibility arise, it would be decided by other persons, and on principles which are doubtless as well known to yourselves as to me.—Your obedient servant,

(Signed) C. F. BRICKDALE, Registrar.

Messrs. Leggatt & Rubinstein.

[See observations under "Current Topics."—ED. *S.J.*]

BOOTH'S DISTILLERY *v.* JACOBS (ante, p. 4).

[*To the Editor of the Solicitors' Journal.*]

Sir,—Is it clear that this motion was regular?

On the 30th of June, 1887, in the House of Lords, Lord Coleridge moved: "That this House should direct its judgments to be formally

notified to the divisions of the High Court of Justice and to the Court of Appeal which may be affected thereby."

He said that the House of Lords had no power to enforce its own decrees, and that the parties were put to the unnecessary expense of making a motion in the court below in order to have the judgment of the House carried into effect.

The Lord Chancellor (Lord Halsbury) expressed his entire approval of the object of the noble and learned lord in making this motion, and it was agreed to (31 SOLICITORS' JOURNAL 612).

S. J. EDWARD HASTINGS.

29, Trinity-square, Borough, S.E., Nov. 8.

CASES OF THE WEEK.

Court of Appeal.

BARTLETT *v.* **SUTTON & SONS.** No. 1. 8th Nov.

MASTER AND SERVANT—COMPENSATION FOR INJURY BY ACCIDENT—STEVEDORE—EMPLOYMENT TO LAST ONE DAY ONLY—"AVERAGE WEEKLY EARNINGS"—WORKMEN'S COMPENSATION ACT, 1897, SCHEDULE I. (1) (*b*).

Appeal from an award of the judge of the Bristol County Court. The applicant was a casual stevedore's labourer. He was engaged for one day to assist in discharging a vessel, being employed by the hour, and he met with an accident on that day in the course of his employment. The amount of wages which he actually earned was 3s. 3d. The question was on what basis his average weekly earnings should be calculated. For the applicant it was submitted that his average weekly earnings were six times 3s. 3d.; for the employers that his average weekly earnings were but 3s. 3d. The county court judge adopted neither of these views, but took into consideration what would be the average weekly earnings of such a dock labourer, which on the evidence before him he found to be 18s. He accordingly made an award for a weekly payment of 9s. The employers appealed.

THE COURT allowed the appeal.

COLLINS, M.R., said the award of the county court judge could not be supported, although in view of the decision of the House of Lords in *Lysons* v. *Andrew Knowles & Sons* (1901, A. C. 79) the judgment was a logical one. He thought that the facts of the case did not bring it within the extreme position spoken of by some of the noble and learned lords in that case—namely, the position where it could be said that no provision could be found in the Act for calculating in the particular case the compensation which the Act no doubt intended should be given. The county court judge had rejected the contention of both parties. He rejected that of the employers on the ground that it was not in accordance with the Act, and he rejected that of the applicant on the ground that it would result in an illusory award. He had adopted what he understood to be the ordinary standard of a dock labourer's wages throughout the year. That way of dealing with the matter seemed to involve this fallacy—that the Act permitted an applicant to receive compensation in respect of loss of wages other than those which he could have earned from the same employer. It struck out of the Act the words in Schedule I. (1) (*b*), "for any less period during which he has been in the employment of the same employer." The Legislature did not intend to give full compensation, but only compensation in respect of the loss of not being able to be employed by the same employer. It was clear that for some reason, not very apparent, the Legislature limited compensation to that, although the injury to the man often deprived him of much more. In this case there was no presumption that the man would continue to be employed by the same employers for any period or at any rate of wages. But still the question which they had to ask themselves was, what had the man lost by his inability to be employed by the same employers? In this case the provision for compensation seemed to be half of what the applicant had earned from the same employer, and it seemed to him that an award for a weekly payment of 1s. 8d. was not an illusory award, although it was for a small amount. The connection which the Act established between the workman and the employer must not be lost sight of.

STIRLING and MATHEW, L.JJ., concurred, and the award was accordingly reduced to 1s. 8d. a week.—COUNSEL, *Ruegg*, K.C., and *Gregory*; *Foote*, K.C., *Clavell Salter*, and *Minton Senhouse*. SOLICITORS, *W. Hurd & Sons*, for *Fussell & Co.*, Bristol; *Ford & Ford*, for *Wansbrough, Dickinson, Robinson, & Taylor*, Bristol.

[Reported by ERSKINE REID, Barrister-at-Law.]

McGRATH *v.* **ROBERT NIELL & SONS.** No. 1. 8th Nov.

MASTER AND SERVANT—"BUILDING WHICH EXCEEDS THIRTY FEET IN HEIGHT"—BOTTOM OR TOP OF FOOTING—WHAT LEVEL SUCH MEASUREMENT SHOULD START FROM—WORKMEN'S COMPENSATION ACT, 1897, S. 7, SUB-SECTION 1.

This was an appeal by the employers, builders, of Manchester, from the decision of the judge of the Manchester County Court in an arbitration under the Workmen's Compensation Act, 1897. The accident to the applicant happened on a building in course of erection, the measurement of which, if taken from the bottom of the footings or from the top of the footings came within the Act as a building thirty feet high, but if measured from the street level or the basement level would in either case fall short of thirty feet. The county court judge held that the proper measurement was from the bottom of the footings, and as this measurement gave a height of 33ft. 2½in., he awarded compensation to the applicant. For the employers it was contended that the proper place to measure from was the level of the ground where the foundations, &c., were covered in. A distinction must be drawn between height and depth. It would be inconvenient to dig down below the ground to find out the height of a building; and *Halstead* v. *Thompson & Sons* (3 Court Sess. Cas. (5th series) 668) was referred to. Counsel for the applicant was not called upon.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) affirmed the decision of the county court judge and dismissed the appeal with costs.—COUNSEL, *Clavell Salter*; *McCleary*. SOLICITORS, *Mackrell, Maton, & Co.*; *Chester & Co.*, for *Crofton, Craven, & Worthington*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

MARTIN REEKS *v.* **KYNOCK (LIM.).** No. 1. 8th Nov.

MASTER AND SERVANT—"SERIOUS AND WILFUL MISCONDUCT OF WORKMAN"—CONTRIBUTORY NEGLIGENCE—WHERE A SUDDEN IMPULSE RATHER THAN WILFUL DISOBEDIENCE CAUSED THE ACCIDENT—WORKMEN'S COMPENSATION ACT, 1897, S. 1, SUB-SECTION 2 (*c*).

This was an appeal from an award of the judge of the Birmingham County Court. The injured workman was a lad aged 19, and he had been in the service of the employers for ten weeks. He was engaged to work at a machine used for making slits in screws at the appellants' factory. The slit in a screw was cut by a circular saw revolving at great speed, and this saw was unguarded, though a guard was provided after the accident. By some means a screw got out of position and fell on to the table of the machine. Reeks, contrary to repeated instructions, tried to take the screw away while the machine was in motion and two of his fingers were sliced off. The lad sought damages against the company in an action under the Employers' Liability Act, 1888, but the jury returning a verdict to the effect that the accident had been brought about by the boy's contributory negligence, judgment was entered for the defendants. The plaintiff's counsel then asked the county court judge to make an award under the Workmen's Compensation Act. It was contended for the employers that the lad had been guilty of serious and wilful misconduct within the meaning of section 1, sub-section 2 (*c*), of that Act, and that the injury was attributable to his misconduct. The county court judge held that although the lad had been negligent, he had not been guilty of serious and wilful misconduct, and made an award in his favour. The employers appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal with costs, holding that there was evidence before the judge on which he could have arrived at his decision. The *primâ facie* inference arising on the facts was that the element of wilfulness did not enter at all into what the workman had done, but that he acted on a sudden impulse. Appeal accordingly dismissed.—COUNSEL, *Stamford Hutton*; *J. B. Matthews*. SOLICITORS, *William Morris*, Birmingham; *Ford & Ford*, for *A. J. O'Connor*, Birmingham.

[Reported by ERSKINE REID, Barrister-at-Law.]

AYRES *v.* **BUCKERIDGE. WHEATE** *v.* **THE RHYMNEY IRON CO. (LIM.).** No. 1. 6th Nov.

WORKMEN'S COMPENSATION—AMOUNT OF COMPENSATION—AVERAGE WEEKLY EARNINGS—SCHEDULE I.

These were two appeals from awards under the Workmen's Compensation Act, 1897. In the first case death resulted from the injuries sustained by the workman. In the second case the workman was incapacitated for work. The question in each case was how the average weekly earnings were to be calculated. In the first case there was an oral contract of employment, to the effect that the workman should be employed for eleven hours a day for five days in the week, and for five hours a day on Saturday, and that he should receive payment at the rate of 7½d. per hour. No particular number of weeks was mentioned, and it was agreed that the employment might be terminated on either side by an hour's notice. The fatal accident happened at the end of the fourth day's work, the workman having been working in his employment for 44 hours. The county court judge calculated that, as the contract of employment was for sixty hours a week at 7½d. an hour, the average weekly earnings were sixty times 7½d.—that is to say, £1 17s. 6d.; and he made an award in favour of the workman's widow, under Schedule I. (1) (*a*) (*i*), for 156 times that sum—that is to say, for £292 10s. The employer appealed, and contended that the average weekly earnings ought to be calculated having regard to the time the workman was in actual employment, and that they were forty-four times 7½d., or £1 7s. 6d. In the second case there was no regular contract of employment, but the workman was engaged to work on a Wednesday at 5s. 2d. a day, and he continued to work every day, including Sunday, till the following Wednesday, when the accident happened. The amount of wages which he received was £2 1s. 4d. The county court judge calculated the average weekly earnings to be six times 5s. 2d.—that is, £1 11s.; and he made an award under Schedule I (1) (*b*) for a weekly payment during the workman's incapacity of half that sum—that is, 15s. 6d. The employers appealed, and contended that, as the workman earned £2 1s. 4d. in two weeks, his average weekly earnings were £1 0s. 8d.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed both appeals.

COLLINS, M.R., said that in his opinion the county court judge in each case had properly applied the rule laid down in *Lysons* v. *Andrew Knowles & Sons* (1901, A. C. 79). It was now clearly established that it was not necessary for a workman to have been in employment for two weeks in order to ascertain his average weekly earnings. The problem seemed to be to discover what the workman had lost through his inability to continue in the service of the employer. In the first of these two cases there was an inference that the employment would continue for a week, and the

man's loss was rightly measured by what he would have earned under the contract of employment. In the second case the workman in fact worked for a week—that was to say, for a period of seven days, and although that period was partly in one week and partly in another, that made no difference, for the Act contained no reference to a calendar week.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Atherley-Jones*, K.C., and *H. Kisch*; *Bray*, K.C., and *W. M. Thompson*; *Ruegg*, K.C., and *A. Bertram*; *Atherley-Jones*, K.C., *Lloyd Morgan*, and *R. Vaughan Williams*. SOLICITORS, *Beyfus & Beyfus*; *Griffith & Gardiner*; *Percy Becher*, for *Simons & Powell*, Pontypridd; *Holt-Beever & Co.*, for *David Evans*, Tredegar.

[Reported by F. G. RÜCKER, Barrister-at-Law.]

WILMOTT *v.* PATON. No. 1. 9th Nov.

WORKMEN'S COMPENSATION—FACTORY—PREMISES ON WHICH MECHANICAL POWER IS USED IN AID OF MANUFACTURING PROCESS—WAREHOUSE—FACTORY AND WORKSHOP ACT, 1878, s. 93—WORKMEN'S COMPENSATION ACT, 1897, s. 7.

This was an appeal from an award of the judge of the Pontypool County Court in an arbitration under the Workmen's Compensation Act, 1897. The premises of the employer, on which the deceased workman was employed, were used for the purpose of breaking up old iron. The process of breaking was performed by raising a heavy weight or hammer by means of a machine moved by hand power and letting it fall. A large quantity of iron was stored on the premises. The county court judge held that the premises were a "factory" within the meaning of section 7 of the Workmen's Compensation Act, as they came within the definition of "factory" in section 93 of the Factory and Workshop Act, 1878, which includes any premises wherein any manual labour is exercised by way of trade or for purposes of gain in or incidental to (*inter alia*) the adapting for sale of any article, and wherein steam, water, or other mechanical power is used in aid of the manufacturing process carried on there. He further held that the premises were a "factory" as being a "warehouse" within the meaning of section 7 of the Workmen's Compensation Act. He accordingly made an award of compensation in favour of the applicant, who was a dependant of the deceased workman. The employer appealed, and contended that the county court judge had decided wrongly on both points.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said he could not agree with the county court judge on the first point, for this court had already held during the argument in the case of *Wrigley* v. *Bagley & Wright* (1901, 1 Q. B. 780) that the use of a machine moved by hand power was not the use of "mechanical power." But on the second point he thought the award could be supported, for there was evidence to justify the finding that the premises were a warehouse. The contention of the employer that a place could not be a warehouse unless it was contiguous to water, because the word "warehouse" ought to be read as *ejusdem generis* with dock, wharf, and quay, was untenable.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Ruegg*, K.C., and *A. Parsons*; *Clavell Salter* and *Minton-Senhouse*. SOLICITORS, *W. Hurd & Son*; *Le Brasseur & Oakley*, for *Le Brasseur & Owen*, Pontypool.

[Reported by F. G. RÜCKER, Barrister-at-Law.]

KNIGHT *v.* CUBITT & CO. No. 1. 7th Nov.

MASTER AND SERVANT—COMPENSATION FOR ACCIDENT—BUILDING EXCEEDING THIRTY FEET IN HEIGHT—PARTY WALL—SUB-CONTRACT—WORK ANCILLARY TO BUSINESS OF CONTRACTOR—WORKMEN'S COMPENSATION ACT, 1897, s. 7, SUB-SECTION 1.

Appeal from an award of the deputy-judge of the Brompton County Court under the Workmen's Compensation Act, 1897. The applicant was the widow of a deceased workman who was killed by an accident arising out of and in the course of his employment. Cubitt & Co., who are builders, had entered into a contract with Messrs. Woolland to alter two adjoining houses, and for that purpose one of the houses had to be demolished and rebuilt. Cubitt & Co. habitually entered into contracts to demolish buildings and rebuild them, but they never did the work of demolition themselves, always contracting with a skilled man to do this work. Cubitt & Co. accordingly entered into a sub-contract with one Clements, a housebreaker, whereby the latter undertook to demolish the building. The deceased man was in the employment of Clements, and was killed by an accident while engaged in the demolition of the building. The building was originally over thirty feet in height, but at the time of the accident the height was reduced to eleven feet. The party wall, however, between the two houses remained standing, and it exceeded thirty feet in height. One of the witnesses at the hearing stated that he was, at the time of the accident, cutting a piece of the party wall, and the deceased man was about a foot away from him. It was contended for Cubitt & Co. first, that section 4 of the Workmen's Compensation Act, 1897, did not apply, as the work of demolition was not part of the trade or business of Cubitt & Co., as they never undertook that part of the work, but was merely ancillary to their trade and business. *Pearce* v. *London and South-Western Railway Co.* (42 W. R. 599; 1900, 2 Q. B. 100) was referred to. Secondly, that the employment at the time of the accident was not on a building exceeding thirty feet in height, the building at that time being only eleven feet high. *Billings* v. *Holloway* (47 W. R. 105; 1899, 1 Q. B. 70), *Mellor* v. *Tomkinson* (47 W. R. 240; 1899, 1 Q. B. 374), *Rixson* v. *Pritchard* (1900, 1 Q. B. 800, 48 W. R. Dig 112) were referred so. The county court judge decided in favour of the applicant upon both points, and awarded her £273. Cubitt & Co. appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that, with regard to the height of the building, the court had only to see whether there was any evidence to support the finding of the county court judge, that the building exceeded thirty feet in height. The evidence shewed that the deceased man was, at the time of the accident, employed on a building, a substantial part of which—namely, the party wall, exceeded thirty feet in height. Therefore there was evidence to support the finding. With regard to the other point, the evidence shewed that it was part of the ordinary business of Cubitt & Co. to contract to demolish and rebuild houses. For their own convenience they did not actually do the work of demolition themselves, but sub-contracted with a skilled man to do it. They however undertook the obligation of demolishing and rebuilding, and this was their usual course of business, and was not purely ancillary to it. Section 4 therefore applied, and they were liable to pay compensation.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Ruegg*, K.C., and *Minton-Senhouse*; *Edmond Browne*. SOLICITORS, *Leighton & Savory*; *Pattinson & Brewer*.

[Reported by W. F. BARRY, Barrister-at-Law.]

PRYCE *v.* PENRIKYBER NAVIGATION COLLIERY CO. (LIM.). No. 1. 12th Nov.

MASTER AND SERVANT—COMPENSATION FOR ACCIDENT—"WHOLLY DEPENDENT ON HIS EARNINGS"—WORKMEN'S COMPENSATION ACT, 1897, SCHED. 1, CL. 1 (*a*) (i).

Appeal from an award of the judge of the Aberdare County Court in proceedings to assess compensation under the Workmen's Compensation Act, 1897. The applicant was the widow of a workman who was killed by an accident arising out of and in the course of his employment. The only question was whether the applicant was "wholly dependent" upon the deceased man's earnings within Schedule I., clause 1 (*a*) (i.), to the Act. The deceased man's wages were £3 a week, and he died possessed of personal property of the value of £190. There was no evidence that this sum produced any income during his life, nor was there any evidence that there was any other source of income for his or his wife's maintenance except his wages. His widow was his personal representative and took out administration to him, and it was admitted that upon his death she benefited to the extent of £100 out of £190. The employers contended that the widow was not wholly, but only partly dependent upon his earnings, as by his death she became entitled to £100, and that the Act meant that a person, to be wholly dependent, must be left entirely destitute; and they paid £275 into court. The county court judge decided that he could not take the £100 into account in seeing whether the applicant was wholly dependent or not. He accordingly adjudged her to be wholly dependent and awarded her £300. The employers appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that in order to see whether a person was wholly dependent upon the earnings of a deceased workman, the time to look at was the time of the death of the workman. There was no evidence that at that time there was any other means of support than the workman's earnings of £3 a week. The fact that she benefited on his death to the extent of £100 could not be taken into account. The Act fixed a lump sum as payable to a person wholly dependent, and it did so in order to shut out all inquiries as to what happened after the death. The county court judge was therefore right.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Ruegg*, K.C., and *Anton Bertram*; *S. J. Evans*, K.C., and *W. D. Benson*. SOLICITORS, *H. P. Becher*, for *Vazie Simons*, Pontypridd; *Riddell & Co.*, for *Walter Morgan, Bruce, & Nicholas*, Pontypridd

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* WILLIS. WILLIS *v.* WILLIS.** No. 2. 5th Nov.

SETTLED LAND—MANSION-HOUSE—REPAIRS—SALVAGE—JURISDICTION TO SANCTION EXPENDITURE BY TRUSTEES OUT OF CAPITAL.

This was an appeal from a decision of Kekewich, J. By his will dated the 18th of December, 1895, a testator, who died in 1899, appointed executors and trustees and devised his freehold mansion-house at R., and all other his real property at R., unto and to the use of the trustees in fee simple upon trust for his sister, so long as she should remain a spinster subject to a condition that she should keep the premises substantially in the state of repair in which she found them at his death, and after the death or marriage of his sister, in trust for his nephew during his life, he keeping the premises in such state of repair as aforesaid, with remainder in trust for his first and other sons in tail, with remainders over in default of issue. And after devising certain freehold houses in T. to his trustees in trust for sale, he bequeathed a sum of £80,000 to his trustees to invest and hold and also the proceeds of sale of the houses at T. upon trusts corresponding to those of the house at R., and he directed his trustees to hold his residuary personal estate upon similar trusts. The will contained powers to manage, let and repair the T. houses, but not as to the house at R. On the death of the testator the sister entered into possession as the first tenant for life. At that time the house was in a general state of disrepair, and the question arose whether the money for the repairs could be provided by the trustees out of the capital of the legacy of £80,000, the proceeds of sale of the T. houses and the residuary personal estate, or whether the burden of such repairs should be borne by the tenant for life in possession. The question was raised by originating summons taken out by the trustees. Kekewich, J., held that any expendi-

ture by the trustees out of capital must be restricted to "salvage"—that is, preservation—and could not be extended to repairs not necessary for preservation, and that the evidence shewed that the works contemplated were for the most part repairs in the ordinary sense of the word. He accordingly refused the application. The plaintiffs appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) dismissed the appeal, and said it was conceded that this application could not be justified under the Settled Land Act. Where, then, was the jurisdiction to grant it to be found? This was a case where the trustees were the persons legally entitled. They had a bare legal estate without any duties to perform. It was conceded that there was no general jurisdiction to make the order asked for; but it was said that the court had a general jurisdiction to authorize expenditure out of capital for the purpose of salving the property. The answer to that was that their lordships were not satisfied that this was a case of salvage. By the terms of the will there was an obligation on each tenant for life in turn to keep the property in repair. Therefore it was difficult to see how there could be any case of salvage if the tenants for life did their duty. The rule laid down by Chitty, J., in *Re De Teissier's Settled Estates* (1893, 1 Ch., p. 165), was a most useful one, and applied to this case. He said: "If I were to accede to this application I foresee in all cases where a testator leaves a dilapidated mansion-house that there would be first an application by the tenant for life to see what he could get under the Settled Land Acts, and then failing to obtain all he wished for under that jurisdiction, he would apply in this ingenious manner to what is called the general jurisdiction of the court. The Settled Land Acts, whether they do or do not exclude the application of any of the doctrines of this general jurisdiction, at any rate afford a guide to the court and are of assistance to the court in arriving at a proper conclusion. Confessedly the things asked for on this summons cannot be done under the Settled Land Act, and unless the court is firm in a matter such as this the court will be flooded with similar applications."—COUNSEL, *Renshaw*, K.C., and *Methold; Warrington*, K.C., and *E. S. Ford*. SOLICITORS, *Crossman, Prichard, Crossman, & Block*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

WARREN *v.* **BROWN.** No. 2. 13th Nov.

LIGHT—PRESCRIPTION—EXTENT OF RIGHT—LIGHT FOR ORDINARY PURPOSES—TRADE REQUIRING EXTRAORDINARY DEGREE OF LIGHT.

This was an appeal from the decision of Wright, J. (reported 49 W. R. 206; 1900, 2 Q. B. 722). The plaintiffs in this action claimed an injunction and damages in respect of a dimunition of light coming to the plaintiffs' factory caused by a building recently erected by the defendant. The plaintiffs were the owners and the tenants of a factory at Leicester, built in the year 1860, and containing windows which, until the erection of the defendant's building, enjoyed an access of light in greater quantity than was necessary for ordinary purposes. Until the year 1884 the factory was used for the manufacture of boots and shoes, which requires only an ordinary amount of light; but after that year it was used for the manufacture of hosiery, which requires an extraordinary amount of light. The defendant's building was erected in 1899 and diminished the access of light to the plaintiffs' windows, but still permitted the access of sufficient light for ordinary purposes. Wright, J., held that the plaintiffs, having sufficient light left for all ordinary purposes of inhabitancy or business, were not entitled to relief on the ground that their extraordinary access of light had been interfered with. The plaintiffs appealed.

THE COURT (LORD ALVERSTONE, C.J., and VAUGHAN WILLIAMS and ROMER, L.JJ.) allowed the appeal. They said Wright, J, had found that the light had been substantially interfered with, but he also found that sufficient light had been left for all ordinary purposes, and on these findings gave judgment for the defendant. The learned judge seemed to think that there was a standard of light, but that view, in their lordships' opinion, was erroneous. The point in the present case had been dealt with in *Kelk* v. *Pearson* (L. R. 6 Ch. 809), where Mellish, L.J., said: "I cannot think that it is possible for the law to say that there is a certain quantity of light which a man is entitled to and which is sufficient for him, and that the question is whether he has been deprived of that quantity of light. It appears to me that it is utterly impossible to make any rule or adopt any measure of that kind. It is essentially a question of comparison whether by reason of deprivation of light the house is substantially less comfortable than it was before." That was an accurate statement of the law, and had been followed in other cases. The opposite views of Malins, V.C., were not sound. The plaintiff was therefore entitled to relief, and the appeal would be allowed.—COUNSEL, *Hugo Young*, K.C., and *W. H. Stevenson; Warmington*, K.C., and *Neilson*. SOLICITORS, *Law & Worssam*, for *R. H. Buckby*, Leicester; *J. A. Collins*, for *J. & S. Harris*, Leicester.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **HERBERT REEVES & CO.** No. 2. 6th Nov.

PRACTICE—APPEAL—SUMMONS FOR DELIVERY OF BILL OF COSTS—ORDER ON SUMMONS—FINAL ORDER.

This was an appeal from a decision of Kekewich, J., refusing an application made by originating summons by the appellant, C. E. Bassington, that the respondents, Messrs. Herbert Reeves & Co, might be ordered to deliver a bill of costs, and for taxation thereof. Leave to appeal, if necessary, was given, and notice of appeal was given as for an appeal from an interlocutory order. On the appeal coming on to be heard, a preliminary objection was taken that the appeal was from a final order and not from an interlocutory one.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the objection.

VAUGHAN WILLIAMS, L.J.—I am of opinion that the objection which has been taken is a good objection, and that the order which has been made on the summons is a final order. The question which is raised by the originating summons, is whether the applicant has a right to delivery of a bill of costs and taxation. The question, therefore, is finally decided one way or the other, whatever order is made on the summons. If the order is that the summons do stand dismissed, there is a final determination that the client has no right, under the Solicitors Act, to delivery of a bill of costs. If, on the other hand, the order is made for delivery of a bill of costs and for taxation, that equally disposes of the question. It is suggested that in the latter case the order is not final, but it is really plain that the mere fact that there may be inquiries to be carried out after the order has been made does not prevent the order from being final. For instance, in a redemption action there are inquiries which have to be made after the judgment. Under these circumstances, it seems to me that the objection that this is not an interlocutory appeal is a good objection.

ROMER, L.J.—I agree. I will only add this: When you have an originating summons, in order to see whether an order made in that proceeding is final or not, you ought to consider what is the object of the proceeding as a matter of substance, and then what was the matter which imported litigation into the proceeding. Now, what is the matter in dispute here? On the one hand there was a claim for delivery of a bill of costs, and the solicitor opposed the claim—that in substance was the matter in litigation between the parties. The order actually made was that application should be dismissed. But suppose it had been the other way and had been in favour of the applicant, it would equally have disposed of the matters in dispute. That being so, following *Salaman* v. *Warner* (39 W. R. 547; 1891, 1 Q. B. 734), I think this order was final.

COZENS-HARDY, L.J.—I agree. I will only add that an order is none the less final because it does not the settle the amount due.—COUNSEL, *P. O. Lawrence*, K.C., and *B. A. Hall; Buckmaster*. SOLICITOR, *Herbert Reeves & Co.; Godfrey & Webb*.

[Reported by J. L. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **RICHARDS. UGLOW** *v.* **RICHARDS.** Farwell, J. 13th Nov.

WILL—CONSTRUCTION—POWER SUPERADDED TO A LIFE INTEREST—INSUFFICIENCY OF INCOME—TENANT FOR LIFE—REMAINDERMAN.

Adjourned summons. By his will dated the 9th of July, 1898, Richard Richards, retired miner, who died on the 12th of August, 1900, gave the income of all his real and personal estate to his wife, Jane Richards, for her life, and also directed that, "in case such income shall not be sufficient, she is to use such portion of my said real and personal estate as she may deem expedient," and that on her decease what was left of his real and personal estate should be divided in shares among named residuary legatees. The testator's estate consisted of sums amounting to over £3,000, deposited at a bank at the time of his death in the joint names of himself and his wife. Shortly after his death his widow had caused the said sums to be transferred into her own name, and, having subsequently withdrawn them, now refused to account for them, but claimed them as her absolute property. This summons was therefore taken out by an executor of the will, who was also one of the residuary legatees, to have it determined whether the said sums formed part of the testator's estate or were the absolute property of the widow. For the plaintiff it was submitted that all that the defendant (the widow) could have at the outside was the income supplemented by so much of the capital as would provide her with a maintenance suitable to her station in life (*Re Pedrotti's Will*, 27 Beav. 583); that £1 a week was the sum so suitable; and that the residuary legatees were entitled to a declaration that she was not entitled to come upon the capital except for the sum which would make up that needed for her maintenance. For the defendant it was contended that *Re Pedrotti's Will*, which was an old case, and did not lay down a principle, was also distinguishable, not having the words "as she may deem expedient," found here; that on the true construction of this will the defendant had a general power of appointment over the capital.

FARWELL, J., said that the only question which caused him difficulty was whether he was bound by *Re Pedrotti's Will* (*ubi supra*). But he had come to the conclusion that the words were different in the two cases, and that here there was a gift with a general power of appointment. In *Re Pedrotti's Will* the testator bequeathed the income of his residue to his widow for life, desiring that "in case anything should occur that her income is not sufficient, she shall be at liberty to go to the principal." In the present case the words were "to use such portion as she may deem expedient." In *Re Pedrotti's Will* (*ubi supra*) there was no such guide, and the court adjudicated by holding that it meant an amount for maintenance suitable to the donee's station in life and giving it accordingly. It was thus held impliedly that she had not got a general power of appointment. But herein lordship thought that she had such a power, the distinction being made by the words "as she may deem expedient." It was left to her to fix the amount, so that if she deemed it expedient to add to her income she had a general power of appointment over the corpus. There were cases which shewed that though the words used were words of contingency, yet the gift could be held to be dependent on the will of the donee and not on the contingency. His lordship accordingly declared that upon the true construction of the will the defendant Jane Richards was entitled to a general power of appointment by deed or writing during her lifetime over the capital of the testator's residuary real and personal estate in addition to a tenancy for life of the income thereof, and that the

sums mentioned, together with interest thereon, were her absolute property.—Counsel, *J. Austen-Cartmell; W. H. Cozens-Hardy; C. E. E. Jenkins*, K.C., and *Ashton Cross*. Solicitors, *Robbins, Billing, & Co.*, for *Marrack, Nalder, & Hoskin*, Truro; *Kingsford, Dorman, & Co.*, for *E. Lawrence Carlyon*, Truro.

[Reported by W. H. Draper, Barrister-at-Law.]

Re **FORD. FORD** *v.* **FORD.** Buckley, J. 6th Nov.

Administration—Next-of-Kin—Statute of Distributions (22 & 23 Ch. 2, c. 10), s. 5—Advancement—Inoperative Will.

Adjourned summons. The testator in this case devised and bequeathed all his real and personal estate to his wife absolutely, and he appointed her his sole executrix. This constituted the whole will. He died in September, 1900, having survived his wife, who died in 1892. Letters of administration to his estate with the will annexed were granted to the two defendants. The testator left several children, to some of whom he had made advances in his lifetime. This summons was taken out for the administration of the estate, and for the determination of the question whether in the distribution of the residuary estate the persons entitled to share ought to bring any advances made to them into hotchpot. It was contended on behalf of two of the children that according to the cases of *Vachell* v. *Jeffereys* (Prec. Chan. 170), *Wheeler* v. *Sheer* (Mos. 288, 301), *Cowper* v. *Scott* (3 P. Wms. 119, 124), *Walton* v. *Walton* (14 Ves. 319), and *Edwards* v. *Freeman* (2 P. Wms. 301), the provision of the Statute of Distributions (22 & 23 Ch. 2, c. 10), s. 5, as to advances being brought into hotchpot did not apply, as this was a case of a partial intestacy, there being an appointment of an executor, and consequently the creation of a trust for the next-of-kin which the court would not allow to fail, and that the above cases shewed that the statute only applied to total intestacy.

Buckley, J.—In all the cases cited the executor had survived the testator, and there was also some disposition of the beneficial interest. That is not the case here. Even if I should treat the executor dying in the testator's lifetime as a trustee upon whose conscience a trust was imposed, so that the court would not permit the trust to fail, he would be a trustee for the next-of-kin according to the provisions of the Statute of Distributions. In *Stewart* v. *Stewart* (29 W. R. 275, L. R. 15 Ch. D. 539) Sir George Jessel said that the law now is different from what it was supposed to be in Sir W. Grant's time, when it was supposed that the advancement clause of the statute did not apply to cases of partial intestacy. There is no executor in this case, and administration *cum testamento annexo*, and section 9 of the Statute of Distributions expressly applies to it. The exact question which has arisen here was decided in the Irish case of *Harte* v. *Meredith* (13 L. R. (Ir.) Ch. D. 34), where it was held that there was an intestacy, and that the provisions of the statute applied, and the advances must be brought into hotchpot. I find nothing in that decision to differ from, and I shall follow it.—Counsel, *H. Terrell*, K.C., and *James Wood; Astbury*, K.C., and *Gatey; Ingpen*, K.C., and *Brodie Cooper*. Solicitors, *Ford & Co.; Rowcliffes, Rawle, & Co.; Carr, Scott, Smith, & Gorringe*.

[Reported by Neville Tebbutt, Barrister-at-Law.]

Re **JOPLIN'S BREWERY CO. (LIM.).** Buckley, J. 25th and 29th Oct.

Practice—Company—Mortgage Debentures—Registration—Extension of Time—Form of Order—Companies Act, 1900 (63 & 64 Vict. c. 48), s. 15.

Certain second and third mortgage debentures of this company not having been registered within the time allowed by section 14 of the Companies Act, 1900, an application was made for an extension of the time for registration under section 15 of the Act.

Buckley, J.—Section 14 of the Bills of Sale Act, 1878, enables a judge, on being satisfied that the omission to register a bill of sale was due to inadvertence, to extend the time for registration on such terms and conditions as he thinks fit. It has been the practice at judges' chambers for years in making orders under this section to introduce the words "but this order is to be without prejudice to the rights of parties acquired prior to the time when the bill of sale is actually registered," and these orders are made as of course, for the reason that by the insertion of these words the rights of absent parties are not affected. The application before me on Friday last was made under section 15 of the Companies Act, 1900, which is a provision of similar effect to section 14 of the Bills of Sale Act, 1878. The language of the former section is somewhat wider than that of the latter, but the variation makes no difference with regard to the point with which I am dealing. Under section 15 of the Companies Act, 1900, a security if not registered within a certain time is void against the creditors of the company. These applications for an extension of time for registration are made without serving the creditors, and the order ought to be drawn up so as to save the rights of persons who have become creditors of the company before registration is effected, just as is done in the case of orders under section 14 of the Bills of Sale Act. I therefore direct that there shall be added to this order, the words, "but this order is to be without prejudice to the rights of parties acquired prior to the time when the [security in question] shall be actually registered." In my opinion these words should be inserted in all orders of this kind, except where there is good ground to the contrary, as where the circumstances are such that the creditors cannot be prejudiced.—Counsel, *A. L. Ellis*. Solicitors, *L. W. Byrne*, for *G. N. Joplin*, Liverpool.

N.B.—In making a similar order on the 8th of November, his lordship said that, in adding the above words, he was following the practice of Lord Alverstone, C.J., during the Long Vacation.

[Reported by Neville Tebbutt, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **TIBBITS AND ANOTHER.** C. C. R. 28th Oct.; 9th Nov.

Criminal Law—"Crime Investigator"—Sensational Articles Published in a Newspaper Referring to the Antecedents of Prisoners Awaiting Trial—Press Conspiracy—Misdemeanour.

This was a case stated for the opinion of the court by Kennedy, J. At the last Bristol Assizes the prisoners, Charles John Tibbits, editor of the *Weekly Dispatch*, and Charles Windust, described as a "crime investigator," of the same journal, were indicted for an alleged attempt to pervert the course of justice in the Allport and Chappell cruelty to children case. Windus supplied, and Tibbits inserted in his newspaper, information concerning the antecedents of the prisoners, which was held to be of such a character as to interfere with and obstruct the ordinary course of justice. They were found guilty by the jury, but Kennedy, J., released the prisoners on recognizances pending the decision of this court on the points reserved. The following statement, containing a summary of the particulars of the indictment, is taken from the judgment of the court: Count 1 alleged that the accused unlawfully attempted by the composition and publication of the statements contained in the issue of the 13th of January to influence and prejudice the mind of the magistrate before whom the charge against Allport and Chappell was pending, and so unlawfully attempted to obstruct and pervert the due course of law and justice. Count 2, in regard to the same publication, alleged the same offence by a similar attempt to influence, by the same publication, the minds of the jurors who might be returned and impanelled for the trial of Allport and Chappell at the assizes. Count 3 charged, in regard to the same publication, the doing knowingly and unlawfully of an act calculated and tending to obstruct and pervert the due course of law and justice when Allport and Chappell's case was before the magistrate. Count 4 was identical with Count 3, except that it related to the trial of Allport and Chappell at the assizes. Count 5 charged, with regard to the same publication, that the defendants, unlawfully devising and intending to injure and prejudice Allport and Chappell and to deprive them of a fair and impartial hearing before the magistrate, unlawfully, wilfully, and maliciously printed and published and procured to be printed and published a malicious and scandalous writing. Count 6 was identical with Count 5, except that it related to the trial of Allport and Chappell at the assizes. Counts 7-12 (inclusive), in substance, repeated, in regard to the issue of the *Weekly Dispatch* of the 3rd of February, the same charges as were contained in Counts 1-6 in regard to the issue of the 13th of January. There is an additional prefatory averment of the preferring on the 17th of February of a further charge against Allport and Chappell of attempting to murder Arthur Bertie Allport, and in Counts 11 and 12 is added a charge as to the publication in the incriminated article of a scandalous representation of Allport in clerical garb. Count 13 alleges an unlawful conspiracy between Tibbits and Windust on the 9th of January, 1901, and on divers other days between that day and the 14th of January, 1901, to obstruct and pervert the due course of the law and justice in reference to the hearing before the magistrate. Count 14 alleges the same unlawful conspiracy in reference to the trial of Allport and Chappell at the assizes. Count 15, after prefatory averments relating to the further charges against Allport and Chappell, alleges the conspiracy on the 9th of January, 1901, and on divers days between that day and the 4th of March, 1901, setting out the dates of publication, in reference to the hearing before the magistrate and to the trial at the assizes. Count 16, in regard to the same dates of publications, alleges an unlawful conspiracy to compose, print, and publish articles which were calculated and intended to prejudice the minds of the committing magistrate and the jurors at the trial, and so to prevent and obstruct the due course of law and justice. *Cur. adv. vult.*

The Court (Lord Alverstone, C.J., and Wills, Grantham, Kennedy, and Ridley, JJ.) affirmed the conviction.

Nov. 9.—Lord Alverstone, C.J., said the court had come to the conclusion that the evidence brought the incriminated articles within the category of a misdemeanour. They also thought that intent could be inferred from the articles themselves and the circumstances under which they were published. The fact that Allport and Chappell were subsequently convicted could have no weight on their decision of the question before them. They thought there was evidence that both Windust and Tibbits were parties to and concerned in the publication, and there was evidence which might properly go to the jury from which they might draw the conclusion that the defendants combined for the purpose of publishing the articles.—Counsel, *The Solicitor-General, H. Sutton, C. Mathews*, and *Guy Stephenson*, for the Crown; *Alderton Foote*, K.C., and *Evans Austin*, for defendants. Solicitors, *The Solicitor to the Treasury; Mellor, Smith, & May*.

[Reported by Erskine Reid, Barrister-at-Law.]

MAYHEW *v.* **SUTTON.** Div. Court. 9th Nov.

Highway—Locomotive—Motor-Car—Excessive Speed—Driven "to the Common Danger of Passengers"—Locomotives on Highways Act, 1896 (59 & 60 Vict. c. 36), s. 4—Light Locomotives on Highways Order, 1896.

Appeal by Mark Mayhew from a conviction by the justices sitting at Iver, Buckinghamshire. The conviction was under the Light Locomotives on Highways Order, 1896, which was made by the Local Government Board under section 4 of the Locomotives on Highways Act, 1896, and which prescribed that no light locomotive should be driven "to the common danger of passengers." The magistrates stated a case, in which they set out that the information charged that, on the 28th of April last, the appellant, being a person driving a light locomotive on a highway in

the parish of Denham, called the Oxford-road, unlawfully drove his motor-car to the common danger of passengers, contrary to the Locomotives on Highways Act. Police-constable Payne stated at the hearing that about 7 p.m. on that day, which was a Sunday, he was on duty at Denham, and saw a motor-car coming down Red Hill at a terrific pace. He walked into the centre of the road and held up both arms, and when the car came round the corner, about 340 yards from where he stood, the driver could see him, and drove straight up to him, and he just had time to step on one side when the car passed him, and the driver brought the car to a standstill sixty yards away from where he passed him. The driver was, he said, the appellant. No evidence was given before the magistrates that at the time in question there were any passengers or passenger on the highway, or that any passenger was endangered. No further evidence was given for the prosecution, and on behalf of the appellant, Mr. Mark Mayhew, it was contended that, in the absence of affirmative evidence that at the time in question there were passengers on the highway who were endangered by reason of the speed at which the motor-car was being driven, the offence charged was not made out, and the appellant could not be convicted. It was also urged that, in order to convict the appellant of the offence charged, the prosecution must prove that at the time in question there were passengers upon the highway, and that they were endangered. There was also no evidence on behalf of the appellant, and the magistrates found that he was driving his motor-car to the common danger of passengers, and that his contention was not well founded on law. They therefore convicted appellant and fined him 10s. and 8s. 6d. costs. In support of the appeal it was argued that the prosecutor must prove that there were passengers on the highway, and that the motor-car was driven to their common danger. The appellant might perhaps have been charged and convicted under other portions of the regulations of the Local Government Board made in pursuance of the Locomotives on Highways Act for going at an excessive speed. The prosecution must prove their case, and as no passenger was on the highway at the time except the police-constable, and he was not endangered, counsel submitted they had failed to do so. *Stimson* v. *Browning* (35 L. J. M. C. 152), *Hill* v. *Somerset* (51 J. P. 742), and *Smith* v. *Boon* (17 The Times Law Reports 472) were cited. No one appeared for the respondent.

The Court dismissed the appeal.

Lord Alverstone, C.J., said it had been held in *Smith* v. *Boon* that under the first part of the regulation in question it was not necessary that any other vehicle should be in motion at the moment, and that the justices could convict, having regard to the traffic which used the highway. It was now attempted to be said that the same rule was not to be applied to the words "to the common danger of passengers." They had nothing to do in the case with the question of whether these regulations should or should not be amended, upon which point a great deal of the argument of the learned counsel would be useful. What they had to do was to enforce the law, and these regulations were the law. He thought a consideration of the rule under discussion really shewed that, at any rate, the justices upon evidence before them of a high rate of speed, might say that such a high rate of speed was to the common danger of passengers, though no particular passenger was shewn to have run out of the way or to have fled for his life, or to have taken steps to avoid being run down. On the uncontradicted evidence it was open for the justices to say that in this case the driving was to the common danger.

Darling and Channell, JJ., concurred. Appeal dismissed.—Counsel, *Roger Wallace*, K.C., and *Fleming*. Solicitors, *Firth & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

HOPKINS *v.* **McBRIDE.** Div. Court. 9th Nov.

Ship and Shipping—Obligation of Seamen Under Articles—Ship Struck a Reef—Promise of Bonus to Men if they Navigated Ship Home—Ship Returned in Safety—Not in Fact Rendered Unseaworthy by Accident—Action to Enforce Increased Wages.

Case stated by justices of West Hartlepool, raising the question whether an agreement entered into by the captain of the steamship *Tymeric* to pay his seamen additional remuneration in consideration of their agreeing to navigate the vessel home from Capetown, after it had struck upon a reef near Port Elizabeth, was binding. The crew were under articles for the outward and homeward voyage, but after the vessel had been injured they demanded a bonus of £14 each for the return voyage. The captain tried to get another crew, but being unable to do so he agreed to give the additional remuneration. The crew navigated the vessel home accordingly to West Hartlepool, where they were offered a bonus of £4, which they refused, claiming £14 each under the agreement. The magistrate held the agreement was not binding, there being no consideration for the promise as the vessel was not unseaworthy. From that decision the appeal was brought, the real question being whether there was reasonable apprehension of unseaworthiness. For the respondent it was contended that the seaman must prove that some risk was in the mind of both parties when the agreement was entered into. The courts had often held that such agreements were not binding on the owners. The question was whether the ship was in such a condition that the crew were not bound to re-embark. The case found no such risk in this instance. *Harris* v. *Carter* (23 L. J. Q. B. 295) and *Hartley* v. *Pensonby* (26 L. J. Q. B. 322) were cited, but in both those cases the alleged unseaworthiness of the ship was apparent. In the latter case it was held that the seamen were not bound to proceed on the voyage as it involved risk of life, and that the promise on the captain's part was therefore binding on him.

Lord Alverstone, C.J., in giving judgment, said he had come to the conclusion on the facts found that the agreement could not be enforced. For upwards of a hundred years there had been a principle of law that such contracts made by seamen were not binding unless the circumstances were such as to justify them in saying the articles were at an end. He thought, broadly, a seaman who was seeking to insist on a fresh contract for wages during the same voyage must find himself in a set of circumstances in which he could justify the breaking of his articles. In this case it was found the vessel was in fact seaworthy, that the appellant performed only his usual duties of seaman, and incurred no unusual risk or danger to his life. No sufficient reason was given to justify the appellant in breaking his articles. That being so, the appellant was bound by his articles, and his contract for extra remuneration came under that class of contracts which had, over and over again, been held not to be binding. It was said that there was some evidence that the men proposed to go before the shipping master and lodge a complaint if terms were not made with them, and that this was sufficient consideration. He intimated that a seaman might enforce such a contract if it was in his power to detain the ship, but that was not raised in the present case.

Darling and Channell, JJ., concurred. Appeal dismissed.—Counsel, *Gregory; Simey*. Solicitors, *Holman, Birdwood, & Co.; C. H. Dodd*, for *J. J. Dodd*, West Hartlepool.

[Reported by Erskine Reid, Barrister-at-Law.]

SOAMES *v.* **NICHOLSON AND WIFE.** Div. Court. 12th Nov.

Landlord and Tenant—Lease—"Subject to a Three Months' Notice on Either Side at any Time to Terminate this Agreement"—Such Notice Given Between Dates when Rent was Payable—Validity of Such Notice.

Appeal by the plaintiff from a decision of his Honour Sir H. Lloyd, sitting at the Wrexham County Court. The action was brought by F. W. Soames, trading as Soames & Co., a brewer, at Wrexham, against the defendants, who were tenants of a public-house in Church-road, Southsea, Bereham, Denbighshire, and the question was whether a notice to quit was valid or not. The agreement of tenancy was from the 1st of May, 1895, at the yearly rental of £40 payable by equal payments every three months, in advance if required, on the first days of May, August, November, and February, subject to three months' notice on either side at any time to terminate the agreement. The plaintiff gave notice to quit on the 24th of January, 1901, and demanded possession from the defendant on the 25th of April. For the defendant the point was taken that the notice was bad, as to be valid it must end on one of the quarter days mentioned in the agreement when rent was payable, and the county court judge took that view and gave judgment for the defendant. For the plaintiff, the present appellant, it was argued that the judgment was wrong, and that he was entitled to determine the agreement by three months' notice at any time.

The Court allowed the appeal.

Lord Alverstone, C.J., said the county court judge had decided that a notice to quit on the 25th of April, given to the tenant by the landlord on the 24th of January, 1901, was a bad notice, because it did not expire on one of the quarter days on which the rent was payable, viz., the 1st of May, the 1st of August, the 1st of November, and the 1st of February. These latter particular days were not—at any rate no argument was addressed to the court to shew it—customary quarter days in that part of the country upon which tenancies usually changed, and therefore, in this case, it seemed to him that they really had to look at the contract and see what the parties intended. It seemed to the court that they ought to give the natural meaning to the words "subject to a three months' notice on either side at any time to terminate this agreement." Of course there were cases where the court would come to the conclusion, looking at the other clauses in the agreement, that it was only intended that the three months should expire either at the date at which the tenancy commenced, or upon any usual or customary quarter day; but they thought the fair deduction from the authorities was that where there was no express stipulation which proved, or from which it could be implied, that a yearly tenancy was created—if the parties had contracted that a tenant might quit or be dispossessed at the end of any given notice, there was no reason why they should not contract upon those terms, and that if that appeared to be the natural meaning of the words effect should be given to them. There being no particular reason why the tenancy should determine on one of those four days that were mentioned, he thought they ought clearly to come to the conclusion that it was a tenancy to let at so much a year, subject to a three months' notice to determine it given on either side at any time. The county court judge ought therefore to have given the natural meaning to the words, and to have held that the agreement was subject to such a notice as he had indicated. The notice to quit on the 25th of April was a good notice.

Darling and Channell, JJ., concurred, the latter adding that it seemed quite impossible to give any meaning to the words "at any time" except that which the court had arrived at. Appeal allowed with costs.—Counsel, *Bryn Roberts; Ellis Griffith* and *Samuel Moss*. Solicitors, *Rooke & Sons*, for *Wynn Evans*, Wrexham; *Busk & Co.*, for *S. P. Beaven*, Wrexham.

[Reported by Erskine Reid, Barrister-at-Law.]

Bankruptcy Cases.

MELLOR'S TRUSTEE *v.* **MAAS & CO.** Wright, J. 7th and 8th Nov.

Bankruptcy—Bill of Sale—Bills of Sale Act, 1878 (41 & 42 Vict. c. 31), s. 4—Bills of Sale Act, 1878, Amendment Act, 1882 (45 & 46 Vict. c. 43), s. 8—Hiring and Purchase Agreement—Beckett v. Tower Assets Co. (39 W. R. 438; 1891, 1 Q. B. 638) Followed.

Action assigned to Wright, J., as the judge having jurisdiction in bankruptcy. Upon the 4th of May, 1899, Mellor, the bankrupt, executed an agreement by which he agreed to purchase from one Sykes, the Crown

Hotel, Leamington, together with all the furniture and fixtures therein for £30,000. Mellor paid a deposit of £750 at the time of signing the agreement, and the purchase was to be completed upon the 15th of May of the same year. Mellor found himself short of the money required to complete the purchase by £2,000 and applied to the defendants, Maas & Co., a firm of wine and spirit merchants, for the loan of that sum upon a fourth mortgage of the Crown Hotel. Maas & Co. refused to lend the money upon the security proposed, but offered to lend it upon a bill of sale over the furniture. This offer was declined by Mellor. Maas & Co. then suggested that they should buy the furniture from Sykes for £2,000, and let it to Mellor on a hire-purchase agreement. Mellor agreed to this suggestion, and accordingly on the 15th of May, before the change took place, Maas & Co. paid Sykes £2,000 for the furniture and executed a hire-purchase agreement containing the usual terms as to seizure, &c., by which the furniture was let to Mellor. Mellor also signed a document whereby he agreed, in consideration of the granting of the hire-purchase agreement, to purchase all his wines and spirits from Maas & Co., so long as there should be any money due from him under the hire-purchase agreement. The furniture remained in the Crown Hotel, and the hire-purchase agreement was not registered as a bill of sale. On the 16th of December, 1900, a receiving order was made against Mellor, he was adjudicated bankrupt on the 19th of December, and a trustee of his estate was appointed. Maas & Co. seized the goods comprised in the hire-purchase agreement on the 12th of December, and gave notice of such seizure to the official receiver. Mellor's trustee, on the other hand, claimed that the goods had formed part of the property of the bankrupt, and as such passed to him. By consent of both parties the furniture was sold, and the proceeds—amounting to £1,730—were paid into court. Mellor's trustee then brought the present action against Maas & Co. to determine which of the parties was entitled to the sum in court. The plaintiff contended that the property in the goods had passed to Mellor by virtue of the agreement to purchase from Sykes on the 4th of May, and that the defendants had no title to them beyond what was given by virtue of the hire-purchase agreement of the 15th of May. That agreement was in reality an assurance of personal chattels to secure the loan of £2,000, and void for non-registration as a bill of sale. The defendants submitted that so much of the agreement of the 4th of May as related to the purchase of the furniture had been rescinded by the mutual consent of Sykes and Mellor prior to the purchase of the furniture by the defendants. The furniture, therefore, had never been the property of Mellor, and even if the plaintiff succeeded in avoiding the hire-purchase agreement he did not thereby prove his own title to the goods. The defendants' title did not depend upon the validity of the hire-purchase agreement, but upon their purchase of the goods from Sykes, who had a perfect right to sell them. The case was argued on the 7th of November, when judgment was reserved.

Nov. 8.—WRIGHT, J.—I agree with the defendants' contention that Sykes had not on the 15th of May parted with the property in the goods to Mellor, but had only given to Mellor a contractual right to obtain the goods on paying for them. Sykes therefore still had the right to sell them to Maas & Co., and if there had been a real sale by Sykes to Maas & Co. it would have been immaterial whether the hire-purchase agreement was void or not. The question in the case therefore is, whether there was a real sale from Sykes to Maas & Co. The object of all parties concerned was to get a loan or security, and the sale was effected solely for the purpose of completing the transfer of the hotel, the goods were left on the premises for the benefit of Mellor, and there was no intention that Maas & Co. should remove them. I therefore think that Maas & Co. must be held to have purchased as trustees for Mellor, and that Mellor was the real owner. This being so the hire-purchase agreement is a licence to Maas & Co. to seize the goods, and void for non-registration as a bill of sale. The case of *Beckett* v. *Tower Assets Co.* (39 W. R. 438; 1891, 1 Q. B. 638) is in point. Judgment for the plaintiff.—COUNSEL, *Muir Mackenzie*, and *H. J. Rowlands*; *Reed*, K.C., and *Frank Mellor*. SOLICITORS, *Wellington Taylor*; *Bettely*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

A special general meeting of the members of the society will be held in the Society's Hall on Friday, the 29th of November, 1901, at 2 p.m., for the purpose of considering the new building scheme, a report on which was appended to the Annual Report of the Council for the year 1901, and the raising of the necessary funds.

At the meeting the chairman will propose the following resolution: That this meeting authorizes the Council to carry into effect the additions to and alterations in the society's building the general nature of which is stated in the report of May 3, 1901, printed in the Appendix to the Annual Report for the year 1901, and in the plans submitted to this meeting, with power, if need be, to make such further modifications as the Council may think expedient, and approves and concurs in the Council borrowing a sum not exceeding £45,000 on mortgage or charge of the real and personal property of the society, or any part thereof respectively, or by the issue of debentures on such terms as the Council may think expedient.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 13th inst., Mr. T. Musgrave Francis (Cambridge) in the chair. The other directors present being: Messrs. W. H. Cockburn (Brighton), H. Morten Cotton, R. Cunliffe, Grantham R. Dodd, Walter Dowson, J. R. B. Gregory, Samuel Harris (Leicester), John Hollams, Sir George Lewis, Messrs. F. Rowley Parker, R. S. Taylor, Maurice W. Tweedie, R. W. Tweedie, E. W. Williamson, and J. T. Scott (secretary).

A sum of £710 was distributed in grants of relief, twenty-six new members were admitted to the association, and other general business transacted.

UNITED LAW SOCIETY.

Nov. 11.—Chairman, Mr. E. F. Spence.—The following resolution, proposed by the chairman, and seconded by Mr. C. Kains-Jackson, was carried unanimously: "That the society heartily congratulates its late honorary standing counsel (Mr. Justice Swinfen Eady) on his well-earned appointment to the bench." Mr. C. H. Kirby then moved: "That the decision in *Waldock* v. *Winfield* (K. B. 1901, Vol. II. 596; 70 L. J. K. B. 925) is wrong." Mr. S. Davey opposed. There also spoke: Messrs. F. M. Guedalla, J. F. W. Galbraith, H. Drysdale Woodcock, Percy Aylen, Seymour Williams, J. W. Weigall, P. B. Walmsley, and W. S. Sherrington. The motion was lost by nine votes.

LAW ASSOCIATION.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 7th inst., Mr. Nisbet in the chair. The other directors present were Mr. Daw, Mr. Peacock, Mr. Pead, and Mr. Vallance.

A sum of £65 was distributed in grants of relief. One life member and four annual subscribers were elected members of the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The following are the awards of the Council upon the Michaelmas examination, held in Gray's-inn Hall on the 15th, 16th, 17th, and 18th of October:

ROMAN LAW.

CLASS I.—E. D. Fear, Gray's-inn, S. A. Haidar, Lincoln's-inn; P. H. Hanson, Middle Temple; P. W. Pegg, Middle Temple.

CLASS II.—N. H. Baynes, Lincoln's-inn; W. Berry, Lincoln's-inn; H. S. Gupta, Lincoln's-inn; D. Hagley, Middle Temple; A. Hakim, Gray's-inn; H. H. Harding, Gray's-inn; W. H. Moonan, Middle Temple; J. R. A. Moore, Gray's-inn; F. W. C. Moss, Inner Temple; W. D. Rogerson, Inner Temple; J. H. C. Sproule, Middle Temple; J. R. Williams, Inner Temple.

CLASS III.—S. S. A. Akbar, Middle Temple; E. S. Andrew, Lincoln's-inn; Don P. Arseculeratne, Gray's-inn; S. A. Azhar, Middle Temple; V. F. Bertie, Inner Temple; E. A. Biedermann, Inner Temple; C. F. Borckenhagen, Middle Temple; D. Botry-Pigott, Middle Temple; C. T. Carr, Inner Temple; J. L. A. Cock, Inner Temple; R. G. N. Combe, Middle Temple; A. S. Cowdell, Middle Temple; Lord Dalzell, Inner Temple; F. A. O. Davies, Middle Temple; W. Dudley-Ward, Inner Temple; E. Dunbar, Middle Temple; T. M. Evans, Inner Temple; J. C. Gaskell, Middle Temple; C. F. R. Gubbins, Inner Temple; E. H. L. Hadfield, Lincoln's-inn; S. A. Hasan, Middle Temple; F. M. Hillier, Lincoln's-inn; P. D. Holt, Inner Temple; J. T. D. Hutton, Inner Temple; M. C. Kamodia, Gray's-inn; F. J. Kerr, Lincoln's-inn; G. R. Khairaz, Lincoln's-inn; H. S. Kroenig-Ryan, Inner Temple; T. Landers, Middle Temple; C. J. R. Le Mesurier, Lincoln's-inn; R. G. C. Livett, Middle Temple; E. A. C. Lloyd, Middle Temple; B. B. Marshall, Middle Temple; F. H. Norvill, Inner Temple; R. L. Prince, Middle Temple; G. H. Rittner, Inner Temple; M. R. Saiyut, Inner Temple; S. N. Sen, Gray's-inn; R. J. Silley, Gray's-inn; K. M. Singh, Middle Temple; T. Smith, Inner Temple; A. A. Thomas, Inner Temple; E. H. Tindal-Atkinson, Middle Temple; J. E. Walker, Inner Temple; J. M. St. J. Yates, Inner Temple.

Of 81 examined 61 passed. Five candidates were ordered not to be admitted for examination again until the Easter examination, 1902.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

CLASS I.—M. L. Gwyer, Inner Temple; J. B. Lloyd, Inner Temple; A. Morrison, Middle Temple.

CLASS II.—J. Atkinson, Gray's-inn; W. S. Cameron, Middle Temple; J. C. Gaskell, Middle Temple; H. W. W. Grain, Middle Temple; S. A. Guest, Inner Temple; E. St. C. Barnett, Gray's-inn; F. J. Kerr, Lincoln's-inn; J. L. Le Conte, Middle Temple; E. M. Nanavutty, Gray's-inn; G. H. Pickering, Inner Temple; S. N. Sen, Gray's-inn; P. F. Smith, Inner Temple; F. Swann, Inner Temple; A. K. Turner, Middle Temple; J. E. Walker, Inner Temple; A. M. W. Wells, Lincoln's-inn.

CLASS III.—D. Beggs, Gray's-inn; J. H. Bhabha, Lincoln's-inn; J. C. Billimoria, Lincoln's-inn; F. R. Bomanji, Gray's-inn; G. E. P. Bowman, Lincoln's-inn; C. H. E. Bretherton, Gray's-inn; H. H. Bulcraig, Lincoln's-inn; S. A. Clarke, Gray's-inn; A. D. Cowburn, Middle Temple; A. S. Cowdell, Middle Temple; P. H. Ezechiel, Middle Temple; H. C. Fenton, Middle Temple; J. H. B. Fletcher, Inner Temple; I. L. O. Gower, Lincoln's-inn; J. G. Gubbins, Middle Temple; H. D. Harben, Inner Temple; G. Hartog, Middle Temple; C. E. M. Hey, Inner Temple; A. Holmes, Lincoln's-inn; L. J. E. Hooper, Inner Temple; Mohammed R. B. Kadri, Middle Temple; Gullamhuseeem R. Khairaz, Lincoln's-inn;

Sirajur R. Khan, Lincoln's-inn; H. M. Knowles, Gray's-inn; C. W. L. Launspach, Middle Temple; C. J. R. Le Mesurier, Lincoln's-inn; P. C. Lobo, Gray's-inn; J. Maitland, Inner Temple; E. Metzler, Middle Temple; Sheikh D. Mohammad, Lincoln's-inn; P. E. W. Moore, Middle Temple; J. F. More, Lincoln's-inn; Devendra K. Mullick, Gray's-inn; Moreshwar V. Navalkar, Inner Temple; D. Obeyesekere Inner Temple; H. A. del Pereira, Inner Temple; Hon. Vere B. Ponsonby, Inner Temple; Jwala Prasad, Lincoln's-inn; W. Price, Middle Temple; R. L. Prince, Middle Temple; S. T. Raj, Gray's-inn; Sant Ram, Lincoln's-inn; G. H. Rittner, Inner Temple; Mom R. Saiyut, Inner Temple; Her K. Singh, Lincoln's-inn; C. Smith, Inner Temple; D. W. Stable, Middle Temple; J. S. Tew, Inner Temple; E. H. Tindal-Atkinson, Middle Temple; S. A. Tippetts, Inner Temple; R. Unwin, Inner Temple; Vishvanath P. Vaidya, Middle Temple; Hiralal Verma, Lincoln's-inn; G. A. Vickery, Middle Temple; M. R. Weld, Inner Temple; R. H. Wellington, Middle Temple; G. B. Youll, Inner Temple.

The special prize of £50 for the best examination in Constitutional Law and Legal History was awarded to M. L. Gwyer, Inner Temple.

The number examined was 108, and 76 passed. Two candidates were ordered not to be admitted for examination again until the Easter examination, 1902.

EVIDENCE PROCEDURE AND CRIMINAL LAW.

FIRST CLASS.—R. R. M. Darwin, Inner Temple; H. W. Haworth, Inner Temple; H. Knight, Middle Temple; T. R. D. Parsons, Gray's-inn; F. B. B. Shand, Middle Temple; A. M. W. Wells, Lincoln's-inn; F. M. Wheatley, Middle Temple.

SECOND CLASS.—J. J. Adams, Gray's-inn; C. E. Bagram, Inner Temple; R. Beddington, Lincoln's-inn; F. W. Chisman, Inner Temple; Hlaing Obit, Middle Temple; G. F. S. Christie, Inner Temple; K. B. Dastur, Gray's-inn; S. A. Guest, Inner Temple; H. S. Gupta, Lincoln's-inn; F. H. B. Hylton, Inner Temple; Qamar S. Khan, Lincoln's-inn; S. G. Knox, Middle Temple; C. J. R. Le Mesurier, Lincoln's-inn; A. Morrison, Middle Temple; Shamrao S. Patker, Middle Temple; W. A. Raeburn, Middle Temple; E. B. Sherlock, Middle Temple; D. W. Stable, Middle Temple; H. L. Tebbs, Gray's-inn; E. A. S. Watt, Inner Temple.

THIRD CLASS.—Iltaf Ali, Lincoln's-inn; E. Ashmead-Bartlett, Inner Temple; N. H. Baynes, Lincoln's-inn; Jehangir H. Bhabha, Lincoln's-inn; Framroze R. Bomanji, Gray's-inn; C. R. Buxton, Inner Temple; C. T. Carr, Inner Temple; G. H. Coke, Middle Temple; A. S. Cowdell, Middle Temple; A. C. Curtis, Lincoln's-inn; F. H. C. Day, Inner Temple; E. Dunkels, Middle Temple; J. H. Garrett, Middle Temple; J. C. Gaskell, Middle Temple; J. G. Gubbins, Middle Temple; D. H. J. Hartley, Middle Temple; G. Hartog, Middle Temple; Ian M. Henderson, Lincoln's-inn; G. M. Hepworth, Inner Temple; H. A. Hinkson, Inner Temple; E. A. Hume, Lincoln's-inn; Mohammad W. Hyder, Middle Temple; T. S. Jevons, Inner Temple; F. J. Kerr, Lincoln's-inn; H. C. Lafone, Lincoln's-inn; A. Lawton, Lincoln's-inn; O. Lloyd-Evans, Middle Temple; J. Maitland, Inner Temple; A. D. H. McAnally, Lincoln's-inn; Pandit G. P. Misra, Lincoln's-inn; P. E. W. Moore, Middle Temple; R. W. Moore, Inner Temple; F. A. V. Morse, Middle Temple; Prabhat K. Mukerji, Middle Temple; Erackshah M. Manavutty, Gray's-inn; E. G. Peake, Lincoln's-inn; Govindan P. Pillai, Middle Temple; Hon. Vere B. Ponsonby, Inner Temple; Tom Ramsden, Inner Temple; Mom R. Saiyut, Inner Temple; Mohamed A. Samad, Gray's-inn; Surendra N. Sen, Gray's-inn; C. W. W. Surridge, Inner Temple; S. A. Tippetts, Inner Temple; H. C. B. Underdown, Inner Temple; Vishvanath P. Vaidya, Middle Temple; Eshwar D. Varma, Lincoln's-inn; C. B. Wylde, Inner Temple; G. B. Youll, Inner Temple.

The special prize of £50 for the best examination in Evidence Procedure and Criminal Law was awarded to H. Knight, Middle Temple.

The number examined was 98, and 76 passed.

Three candidates were ordered not to be admitted for examination again until the Easter examination, 1902.

FINAL EXAMINATION.

Certificates of Honour.

FIRST CLASS.—Francis J. Kerr, Lincoln's-inn; Baddipalli Nagappa, Gray's-inn; E. G. Palmer, Lincoln's-inn; W. A. Robertson, Inner Temple; A. M. W. Wells, Lincoln's-inn.

SECOND CLASS.—J. J. Adams, Gray's-inn; W. Burke, Gray's-inn; H. F. Cornes, Inner Temple; F. H. B. Goldsmith, Inner Temple; J. R. B. Hart, Inner Temple; H. C. Lafone, Lincoln's-inn; T. B. Leigh, Middle Temple; G. Lightfoot, Middle Temple; A. McLean, Lincoln's-inn; R. Moritz, Lincoln's-inn; G. C. O'Gorman, Inner Temple; H. H. Ramsden, Inner Temple; F. B. B. Shand, Middle Temple; D. W. Stable, Middle Temple; H. Stanley, Gray's-inn; C. Williams, Middle Temple; D. Williams, Middle Temple.

THIRD CLASS.—E. Ashmead-Bartlett, Inner Temple; J. S. C. Bridge, Lincoln's-inn; H. W. Brodie, Inner Temple; J. R. Bull, Gray's-inn; F. J. Caswell, Middle Temple; Ratan Chand, Gray's-inn; H. D. Cornish, Inner Temple; G. S. Crowshaw, Inner Temple; F. E. B. Duff, Inner Temple; T. Fentem, Middle Temple; Mohamed Y. Gauher-Ali, Gray's-inn; D. G. Gilmore, Lincoln's-inn; H. J. Godley, Lincoln's-inn; H. G. Greatrex, Middle Temple; H. A. Hinkson, Inner Temple; S. R. Hobday, Gray's-inn; W. Houlding, Middle Temple; Mohammed Ismail, Gray's-inn; T. A. Jones, Middle Temple; J. R. Khosla, Lincoln's-inn; B. N. Lang, Inner Temple; Cheppudira T. Machaya, Middle Temple; E. N. Marais, Inner Temple; T. F. H. McDonnell, Inner Temple; A. E. McLaren, Inner Temple; G. A. Moncrieff, Inner Temple; E. O. Moore, Middle Temple; Syud Nazeer-Hosain, Lincoln's-inn; Sital Parshad, Gray's-inn; H. W. Pollock, Inner Temple; Badruddin Qureshi, Gray's-inn; Gulju Ram, Gray's-inn; J. A. Richardson, Inner Temple; R. O. Roberts, Middle Temple; J. B. Sandbach, Inner Temple; A. H. Sargeant, Inner Temple; Rachhpal Singh, Gray's-inn; W. B. S. Smith, Inner Temple; Ganpatrao L. Subhedar, Lincoln's-inn; K. R. Swan, Inner Temple; J. W. Thatcher, Middle Temple; H. B. Vaisey, Lincoln's-inn; A. C. G. Wijeyekoon, Gray's-inn; A. A. Williams, Middle Temple; G. O. Williams, Middle Temple; L. E. V. Williams, Inner Temple; G. B. Winch, Middle Temple.

The number examined was 89, and 69 passed.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 5.—Chairman, Mr. R. P. Croom Johnson.—The subject for debate was: "That the case of *Gardner v. Hodgson's Kingston Brewery Co.* (1901, 2 Ch. 198) was wrongly decided." Mr. W. Arnold Jolly opened in the affirmative, Mr. P. A. Clapham seconded in the affirmative; A. E. Guillaume Copp opened in the negative, Mr. Powers seconded in the negative. The following members also spoke: Messrs. Nash and Hugh Rendell. Mr. Jolly having replied, the Chairman summed up, and the motion was lost by one vote.

Nov. 12.—Chairman, Mr. Alfred Dods.—The subject for debate was: "That 'The Eternal City' does not deserve the popularity it has attained." Mr. Ernest Nash opened in the affirmative; Mr. Hugh Rendell opened in the negative. The following members also spoke: In the affirmative, Messrs. Harnett, E. M. Rose, A. W. Butler, Pleadwell; in the negative, Mr. A. H. H. Richardson. The motion was carried by eleven votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 5.—Mr. Gardner Tyndall presiding.—The following moot point was discussed: "Mr. Bantam, a well-to-do London poulterer and licensed dealer in game, has some shooting in Sussex; at his estate in Sussex he has a game farm where he breeds pheasants. Will he render himself liable to conviction for having game in possession during 'close time'?" The speakers in the affirmative were Messrs. E. Woodward, E. A. B. Cox, C. H. Eaves, and T. F. Duggan; and in the negative Messrs. E. Walker, J. W. Hallam, T. H. Cleaver, W. H. Kimpton, and S. J. Grey. After an impartial summing up by the chairman, the motion was put and decided in the affirmative by a majority of three.

Nov. 12.—Mr. W. J. Gandy, barrister-at-law, delivered a concluding lecture on "Elementary Conveyancing." At the conclusion a hearty vote of thanks was accorded Mr. Gandy for his lectures.

LEGAL NEWS.

OBITUARY.

Sir FRANKLIN LUSHINGTON, Chief Magistrate at Bow-street, died on Sunday morning. He was on the bench on Thursday in last week. Sir Franklin was the son of Mr. Edmond Henry Lushington, one of the Masters of the Crown Office and subsequently a Puisne Judge in Ceylon. He was educated at Rugby and Trinity College, Cambridge, and was called to the bar in 1853. In 1869 he was appointed a metropolitan magistrate at the Thames Court, and in 1890 was transferred to Bow-street. On the death of Sir John Bridge, Mr. Lushington was made Chief Magistrate, and was shortly afterwards knighted. He was one of the members of the Home Office Committee to inquire into the jurisdiction of the metropolitan police magistrates and county justices in the metropolitan police court district. He was an efficient magistrate, rather prone to severe sentences, but accurate and painstaking in the discharge of his duties.

Mr. ARTHUR HASTIE, solicitor, of East Grinstead, Sussex, died on Sunday last. He was born in 1815, and was admitted a solicitor in Hilary Term 1838. He was the head of the firm of Hasties, Hughes, & Dayrell, of East Grinstead and Crawley. He was for thirty-five years clerk to the magistrates. Notwithstanding his advanced age, he continued to transact business almost to the last. Mr. Hastie has been described as perhaps the oldest practising solicitor in England, but we believe that Mr. Oehme, of Upper Norwood, who was admitted in 1831, is entitled to that distinction.

APPOINTMENTS.

Alderman T. W. HUGHES was on Saturday last unanimously elected Mayor of the Borough of Flint, North Wales. Mr. Hughes is the senior member of the firm of Messrs. Hughes & Hughes, solicitors, Flint and Connah's Quay. He served his articles with the late Mr. T. V. Royle, of Chester, and Mr. H. Morten Cotton, of Messrs. Bower, Cotton, & Bower, London, and was admitted in 1883. He has been alderman of Flint for some years, and has been a member of the Flintshire County Council since 1889. He is also clerk to the Connah's Quay Urban District Council.

Sir JOHN W. BONSER, Chief Justice of the Supreme Court, Ceylon, has been made a Privy Councillor.

Mr. SAMUEL BROWNLOW GRAY, Chief Justice of Bermuda; Mr. ARCHIBALD CAMPBELL LAWRIE (on retirement as Senior Puisne Justice of the Supreme Court, Ceylon), and Mr. JOSEPH IGNATIUS LITTLE, Chief Justice of Newfoundland, have received the honour of Knighthood.

Mr. LANCELOT SANDERSON, barrister-at-law, has been appointed Recorder of Wigan, in the place of the Hon. Sir Joseph Walton.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JAMES MOORE, ALBERT ORLANDO DAVIES, and ALFRED KIRKBY-DERBY, solicitors (Moore, Davies, & Kirkby-Derry), Maidenhead. Oct. 18. The said business will henceforth be carried on by the said Alfred Kirkby-Derry alone. [*Gazette*, Nov. 8.

GENERAL.

It is announced that neither King's Bench special nor common jury actions will be tried from Monday next, the 18th, to Friday, the 22nd inst., inclusive.

The House of Lords resumed their sittings on Tuesday. The list includes twenty-six appeals, of which two are from Ireland and six from Scotland.

A marble bust of the late Lord Russell of Killowen, executed by Mr. J. W. Swynnerton, has been placed in the Old-hall, Lincoln's-inn, where it may be viewed daily between the hours of 1 and 3 o'clock.

Sir James Vaughan, for many years magistrate at Bow-street police-Court, was knocked down by a bicyclist on Thursday in last week as he was leaving the Athenæum Club. He was removed to his residence at Paddington, and is reported to be going on well.

Monday next will be the "Call night" of Michaelmas Term at the four Inns of Court, when 74 students will become barristers-at-law. Of this number 34 belong to the Inner Temple, 17 to Gray's-inn, 13 to the Middle Temple, and 10 to Lincoln's-inn. The number at the corresponding term last year was 58.

On the 7th inst., before Sir Francis Jeune, sitting without a jury, says the *Daily Mail*, a deaf and dumb man sought a divorce from his wife, and an interpreter's services had to be requisitioned. It was a very swift performance, both plaintiff and interpreter being adepts in the sign language. Curiously enough, the usual hum and noise of a busy court were hushed during the man's evidence, and it was given in almost a dead silence. People seemed to be straining their ears to catch the dumb man's meaning.

We trust, says the *Westminster Gazette*, that local authorities and magistrates throughout the country are preparing for the coming into force of the Youthful Offenders Act at the end of the year. This welcome new law provides that youthful offenders under remand, instead of being subjected to the evil influence of prison, may be kept in the custody of fit persons willing to receive them in private houses. So far the only report we have of preparations for putting the Act into effect is from Scarborough, where the justices have asked the local Watch Committee to draw up a list of suitable persons of different religious persuasions.

The Sydney correspondent of the *Daily Mail* says that Mr. Chamberlain has informed Mr. Barton that the London conference upon the Appellate Court has resolved that appeals shall continue from the Colonies to the Privy Council. The Colonies will periodically make appointments to the Judicial Committee at ample salaries; if the appointed members are judges—and this condition is not necessary—they will be obliged to quit the Colonial judiciary. The Colonies suggest, with a view to the avoidance of delay, certain amendments in the regulations relating to appeals to the Privy Council. Mr. Chamberlain concludes by saying that on the whole the existing system is satisfactory, and invites Colonial suggestions as to details tending towards the simplicity of procedure.

The case of a horse that changed his colour was, says the *Albany Law Journal*, recently adjudicated by the Supreme Court of North Carolina. The horse had been mortgaged and described in the deed as "a bay horse, six years old." Before the mortgage fell due, the horse had been traded from party to party until purchased by the defendant, who had no actual notice of the mortgage. By this time he had "become a white and sorrel spotted horse, without any appearance of bay whatever." There being no doubt as to the identity of the horse, the court held that the mortgagee did not lose his right to subject the horse to the payment of the lien. The court, after commenting upon the fact that a mortgage on pigs, calves, or other young animals would not be vitiated by their growing into boars, sows, bulls, cows, and the like, philosophizes as follows: "A horse may shed his colour, but a mortgage is not so easily shed. It usually sticks closer than the skin."

The Japanese Government, says a correspondent of the *Times*, after considerable delay, has legislated in such a manner as to remove all solicitude about the titles of foreign landholders in the former settlements. Their titles were described in the original treaty as "perpetual leases," and the revised treaty provided for their confirmation. There are no title deeds in Japan, their place being taken by entries in the registers, but such a tenure as "perpetual lease" did not exist under the Japanese codes as they stood at the time when the revised treaty became operative, and consequently such a form of tenure could not be entered in Japanese registers without specially enabling legislation. Parliament, however, was not sitting at the time, and it thus appeared to the Government that the simplest way of dealing with the matter was to issue an ordinance providing for registration as "superficies," qualified by the words "perpetual lease" in brackets. The registers were thus opened for the desired purpose. But the foreign landholder was not at all satisfied. It seemed to him that his title was disturbed by the new arrangement. He did not like the idea of "superficies." He thought that he ought to have exactly what the treaties provided, neither more nor less—namely, "perpetual lease" without any qualification in brackets or out of brackets. There was also another difficulty: Japanese subjects have to pay a fee for registering transactions in land, and the Japanese Government saw no valid argument against collecting a similiar fee from foreigners, for although the revised treaty exempts the settlement lands from all new tax, a registration fee does not fall within the category of taxes. Here again the foreigner objected strenuously. The Japanese Government have now yielded on both points, and perpetual leases can henceforth be registered as such, and all registration fees, whether for transfers or mortgages, are remitted.

An American journal says that many years ago, in a country town in Missouri, Senator Vest was retained for the plaintiff in a dog case. It was charged that the defendant had shot the dog in malice. Senator Vest, in the course of his speech, said that "the best friend a man has in the world may turn against him and become his enemy. His son or daughter whom he has reared with loving care may prove ungrateful. Those who are nearest and dearest to us, those whom we trust with our happiness and our good name, may become traitors to their faith. . . . The only absolutely unselfish friend that man can have in this selfish world, the one that never proves ungrateful or treacherous, is his dog. A man's dog stands by him in prosperity and poverty, in health and sickness. If fortune drives the master forth an outcast in the world, friendless and homeless, the faithful dog asks no higher privilege than that of accompanying him, to guard against danger, to fight against his enemies. And when the last scene of all comes, and death takes the master in its embrace, and his body is laid away in the cold ground, no matter if all other friends pursue their way, there by the graveside will the noble dog be found, his head between his paws, his eyes sad, but open and alert in watchfulness, faithful and true even in death." Then Vest sat down. He had spoken in a low voice, without a gesture. He made no reference to the evidence or the merits of the case. When he finished, judge and jury were wiping their eyes. The jury filed out, but soon entered with a verdict for the plaintiff for 500 dols. He had sued for 200 dols. It is even said that some of the jurors wanted to hang the defendant.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Nov. 18	Mr. W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Carrington
Tuesday 19	Church	Jackson	Beal	Pugh
Wednesday 20	King	Pemberton	R. Leach	Carrington
Thursday 21	Godfrey	Jackson	Beal	Pugh
Friday 22	Farmer	Pemberton	R. Leach	Carrington
Saturday 23	Greswell	Jackson	Beal	Pugh

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, Nov. 18	Mr. Church	Mr. Greswell	Mr. Godfrey	Mr. Jackson
Tuesday 19	King	W. Leach	Farmer	Pemberton
Wednesday 20	Church	Greswell	Godfrey	Pugh
Thursday 21	King	W. Leach	Farmer	Carrington
Friday 22	Church	Greswell	Godfrey	Beal
Saturday 23	King	W. Leach	Farmer	R. Leach

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homœopathic Chemists, London.—[ADVT.]

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Nov. 20.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—Freehold Investments, in old-established and well-letting neighbourhoods, producing from weekly and other tenants £878 per annum with considerable prospective advantages. Properties situated in Southwark and Bermondsey. Solicitors, Messrs. Hores, Pattisson, & Bathurst, London. (See advertisement, Nov. 9, p. 3.)

Nov. 20.—Messrs. DOUGLAS YOUNG & CO., at the Mart at 2, Freehold Building Estates:—Bournemouth: The Bourne Moor Estate, excellently situated near Branksome and Parkstone Stations and the electric tram route, and containing about 47 acres with long frontages to existing roads. Also 4 acres of charmingly-placed Freehold Building Land, with frontages of 473ft. to Osborne-road and 332ft. to Withingham-road. Ryde, I.W.: The remaining portion of the Preston Park Estate, which is freehold, and containing about 18 acres; within a short walk of pier, esplanade, and two railway stations. Also another section of the same Estate containing about 7 acres, with long frontage to good roads. Solicitors, Messrs. Harrison & Robinson, London. (See advertisement, Nov. 2, p. 22.)

Nov. 21.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To a Trust Fund, value £13,170 India and Railway Stock and Cash; lady aged 56 and gentleman aged 75. Solicitors, Messrs. Rooper & Whately, London.

To Freeholds, producing £175 per annum; gentleman aged 67. Solicitors, Messrs. Clapham, Fitch, & Co., London.

To a Trust Fund, value £1,200; lady aged 80. Solicitors, Messrs. Newman, Paynter, Gould, & Williams, Yeovil.

To One-fourth of a Trust Estate, value £4,844, Freehold and Leasehold Properties; lady aged 69 (see particulars). Solicitor, Sam Wells Page, Esq., Wolverhampton.

To One-fourth of a Trust Estate, value £4,595 in Railway and Mortgage Security; gentleman aged 66. Solicitor, G. D. Cann, Esq., Exeter.

To One-ninth of a Trust Fund, value £13,148 Mortgage Securities; lady aged 69. Solicitors, Messrs. Hunter & Davies, London.

To a Moiety of a Trust Estate represented by Freehold Property, let at £190 per annum. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.

LIFE INTEREST of a gentleman aged 23 receivable on decease of a lady aged 65, in Freeholds at Wolverhampton, producing £461 per annum, with policy. Solicitors, Messrs. Crosse & Sons, London.

POLICIES for £1,000, £1,000, £1,022, £300, £200. Solicitor, G. H. Hirst, Esq., Dewsbury.

(See advertisements, this week, back page.)

Nov. 21.—Messrs. Jubber & Co., at the Mart, at 1:—Freehold Ground-rents at Battersea and East Ham of over £200 per annum. Solicitor, William A. Sanders, Esq., London. (See advertisement. this week. p. 3)

Nov. 21.—Messrs. Stimson & Sons, at the Mart, at 2: the Premises, known as East London Saw Mills; leased at £360 per annum; and held for 40 years at £100 per annum. Solicitors, Messrs Lewis & Sons London.—Freehold Ground-rents of £24 10s. per annum, and Leasehold Ground-rents of £18 9s 10d per annum, at Southend-on-Sea. Solicitor, A. Tabor, Esq. London. (See advertisements. Nov. 2, p. 22.)

Nov. 23—Messrs. E & S Smith, at the Mart, at 2:—Islington: Short Leasehold; rental value £60; term 7½ years; ground-rent £3. Solicitors, Messrs Monro, Slack, & Jepps. London.—Pentonville: Short Leasehold Residence; total estimated rental £91 per annum; lease eight years; ground-rent £12 6s. Solicitors, Messrs. Shaen, Roscoe, Massey, & Co., London.—Muswell Hill: Two long Leasehold Residences, close to station and Alexandra Palace. Solicitor, C. J. Aldis, Esq., London. (See advertisements, Nov. 9, p. 3.)

WINDING UP NOTICES.

London Gazette.—Friday, Nov. 8.

JOINT STOCK COMPANIES.

Limited in Chancery.

Brown's Creek Co, Limited—Creditors residing in the United Kingdom are required, on or before Dec 8, and those residing in Australasia on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Frank Firman Fuller, 7-11, Moorgate st. Greenip & Co, 1 and 2, George st, Mansion House, solors for liquidator

Catford Sports Ground, Limited—Creditors are required, on or before Nov 22, to send their names and addresses and the particulars of their debts or claims, to Harry J. Barclay. 85, Gracechurch st

City Buildings, Limited (in Liquidation)—Creditors are required. on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Maidlow Davis, Threadneedle House, 28-31, Bishopsgate st Within

Electric Insulation Syndicate, Limited—Creditors are required, on or before Monday, Dec 16, to send their names and addresses, and the particulars of their debts or claims, to George Rae Fraser, 31, Copthall avenue

E. T. Perian, Limited—Creditors are required, on or before Dec 9, to send their names and addresses and the particulars of their debts or claims, to Henry Newton Lennard

Glenrock Consolidated, Limited—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts and claims, to William Parker Owen, 3-5, Queen st, Cheapside. Romer. 4, Copthall chmbrs, solor for liquidator

Lingfield Steamship Co, Limited (in Liquidation)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to T. Turketine

New Rock Cycle Manufacturing Co, Limited—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts and claims, to John Jones Parker, 40A, Fargate, Sheffield. Webster & Styring, Sheffield, liquidator's solors

Smelting Corporation, Limited—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims. to John Peters, St. George's House, Eastcheap. Druces & Attlee, 10, Billiter sq, solors to liquidator

London Gazette.—Tuesday, Nov. 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Aldeburgh Water Works Co, Limited (in Voluntary Liquidation)—All persons having any claims are required, on or before Nov 30, to send particulars of their claims to John Fry, Saxmundham, solor

Art Panels, Limited—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Chalmers & Co, 5, Fenwick st, Liverpool. Alsop & Co, Liverpool, solors to liquidators

Exchange Trust, Limited—Petn for winding up, presented Nov 5, directed to be heard on Nov 20. Morley & Co, 53, Gresham House, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 19

Fireproof Construction Co, Limited—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Mescock, 63 and 65, Mark lane

Hunt's Patent, Limited—Creditors are required. on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Edmund Meadowcroft Owen, 67, Stanley st, Liverpool. Draper, Liverpool. solor to liquidator

Keyte, Limited—Creditors are required, on or before Nov 26 to send their names and addresses and the particulars of their debts and claims, to William Samuel Keyte, 42, George rd, Edgbaston, Birmingham

Morecambe Tower Co, Limited—Creditors are required. on or before Dec 12, to send in their names and addresses and the particulars of their debts or claims, to Samuel Charles Platts, 7, East parade, Leeds. Bannister, Morecambe, solor for liquidators

Struwwelpeter Syndicate, Limited—Creditors are requested on or before Dec 11, to send their names and addresses, and the particulars of their debts and claims, to Frank Bowley, 34 and 36, Gresham st

Takwa Tomento Concessions, Limited (in Liquidation)—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Colonel Lawrence Heyworth, 55 and 56, Bishopsgate st Within. Ashurst & Co. 17, Throgmorton avenue, solors to liquidator

Thames Laundry Co, Limited—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to S. E. Page, 28, New Bridge st, Blackfriars

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Tuesday, Oct. 29.

Vickers, William Herbert, Gravesend, Kent, Licensed Victualler Dec 2 Alton v Vickers, Kekewich, J Chapman, Gravesend

London Gazette.—Tuesday, Nov. 5.

Dixon-Brown, Dixon, Cromwell rd, South Kensington, Clerk in Holy Orders Nov 29 Brown v Dixon-Brown, Cozens-Hardy, J Kite, 11, Queen Victoria st

Large Alice, South Hayling, Hants Dec 2 May v Luscombe, Farwell, J Atherton, 15, Abchurch ln

London Gazette.—Friday, Nov. 8.

Ambler, James, Luddenden, nr Halifax Dec 4 Woodhead v Ambler, Farwell, J Booth, Halifax

Sipthorp, William, Sympson, Buckingham, Farmer Dec 5 Clarke v Sipthorp, Kekewich, J Powell Newport Pagnell

London Gazette.—Tuesday, Nov. 12.

Whittaker, William, Consett, Durham, Innkeeper Dec 16 Stokoe v Welford, Eady, J Lockhart, Hexham, Northumberland

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, Nov 1.

Bickford-Smith, George Percy, Trevarno, nr Helston, Cornwall Dec 13 Oatway, Bush ln

Bowby, Charles, Kingston on Thames, Corn Merchant Dec 2 Fox, Kingston on Thames

Brown, George, Newton Abbot Dec 8 Baker & Co, Newton Abbot, Devon

Browne, Catherine Laura, Maidenwell, nr Louth, Lincs Dec 7 Hughes & Masterman, New Broad st

Cates, Benjamin Edward, Bromley, Tobacconist Dec 4 Adkin, Laurence Pountney hill

Cole, Thomas Tocketts, Yorks, Farm Servant Dec 14 Buchannan & Richardson, Guisborough

Cook, Robert John, Plymouth, Contractor Dec 24 Whiteford & Bennett, Plymouth

Cuthbert, George, Southgate Nov30 Howard & Shelton, Moorgate

Dean, William Percy, Sutton, Surrey, Bank Clerk Nov 30 Miller & Co, Sutton

Douglas, Charles Crokat, Sutton, Surrey, Rice Merchant Dec 1 Phillips & Co, Cannon st

East, Joshua, Longstock, Hants Dec 15 Potter & Co, King st, Cheapside

Fenwick, Lydia Jane, Gate Fulford Hall, nr York Jan 2 Ware & Sons, York

Gardner, Joseph, Cheltenham Dec 13 Moxon, Newport

Horn, Susan, North Skelton, Cleveland, Yorks Dec 9 Jackson & Jackson, Middlesbrough

Jackson, Thomas, Barton, Westmorland, Doctor Dec 6 Little & Lamonby, Penrith

James, John, Haverfordwest, Land Agent Nov 30 Eaton & Jo, Haverfordwest

Jones, Richard, Shirley, Warwick Nov 30 Foster & Co, Birmingham

Keates, Richard Porter, Edgbaston Nov 18 Foster & Co, Birmingham

Law, Alexander, Kidderminster Nov 30 Foster & Co, Birmingham

Levett George Alfred, Southend on Sea, Builder Nov 29 Tatham & Lousada, Old Broad st

Mackenzie, Mariquita, Liverpool Nov 30 Batesons & Co, Liverpool

Marriott, Douglas, Limpsfield, Surrey, Solicitor Nov 30 Grundy & Co, Gresham st

Mills, Richard, Queen's gate ter Dec 9 Witham & Co, Gray's inn sq

Moore, Capt Barrington Shakespear, Nov 30 Long & Gardiner, Lincoln's inn fields

Munro, Lewis Stewart McKenzie, Bartholomew ln Dec 2 Kent & Holroyd, Liverpool

Neville, Hannah, Leamington Spa, Warwick Dec 16 Overell & Son, Leamington Spa

Northcote, Agnes Maria, Whimple Rectory, Devon Nov 24 Battishill & Houlditch, Exeter

Oliverson, Richard, Alcester, Warwick Dec 14 Bone & Heppell, Frederick's pl, Old Jewry

Pearson, Mary Ann, Nottingham Dec 4 Hunt & Dickins, Nottingham

Perham, George, Birmingham Dec 12 Lee & Co, Birmingham

Porter, Joseph Lincoln, Edgbaston Dec 6 Glaisyer & Co, Birmingham

Roberts, James Richard, Birmingham, Druggist Nov 30 Foster & Co, Birmingham

Roche, Anthony, Newcastle upon Tyne, Publican Nov 25 Dickinson & Co, Newcastle upon Tyne

Schubert, Charles Eugene, Manchester, Grocer Dec 3 Russell, Manchester

Sheppard, William Henry, Newport, Mon, Builder Dec 13 Moxon, Newport

Smith Thomas Edgar Topham, Macclesfield, Accountant's Clerk Dec 4 Mair & Blunt, Macclesfield

Suggett, Robert Clayton, Aldersgate st, Solicitor Dec 1 Breese & Suggett, Aldersgate st

Townsend, William Isaac, New Haven, Connecticut, U S A Nov 30 Neish & Co, Watling st

Voysey, Ann, Tiverton, Devon Dec 2 Dayman & Fisher, Tiverton

Yyvyan, Edward Walter, Cheltenham Nov 24 Burd & Co, Okehampton

Wild, John, Oldham, Lancs, Architect Dec 14 Dransfield & Hodgkinson, Penistone

Wotton, Fanny, Plymouth Nov 21 Bond & Pearce, Plymouth

Wright, Elizabeth, Diss, Norfolk Nov 30 Lyus & Sons, Diss

Yates, William, St Pancras Infirmary Nov 30 Wetherfield & Co, Gresham bldgs

London Gazette.—Tuesday, Nov. 5.

Ballard, George, Chiswick Dec 10 Aird & Co, Brabant ct, Philpot ln

Berry, Charles, Birkenhead, Caterer Nov 30 Deakin, Northwich

Bush, John, Bedminster, Bristol, Blind Manufacturer Nov 30 Spofforth, Bristol

Chant, Robert, South Molton, Devon, Wine Merchant Dec 5 Shapland & Son, South Molton

Davison, Joseph, Huddersfield Dec 2 Laycock & Co, Huddersfield

Dewdney, William Richard, Surbiton, Paper Agent Nov 30 Ford & Co, Exeter

Edwards, Kate Pugh, Preston Nov 30 Robyne-Owen, Pwllheli

Ellis, Welbore Stuart, Dorking Dec 31 Budd & Co, Austin Friars

Field, Marshall, Matching, Essex, Farmer Dec 2 Trotter Epping

Fleming, Mary, Hemel Hempstead, Herts Nov 30 Lithgow, Wimpole st

Foster, Annie, Bleasby, Notts Dec 5 Lee, Nottingham

Foster, Charlotte, Bleasby, Notts Dec 5 Lee, Nottingham

Goodwyn, Catherine, Brighton, Fancy Jeweller Dec 2 Nye & Treacher, Brighton

Gorringe, Charles Henry, High Holborn, Solicitor Dec 2 Carr & Co, High Holborn

Hardie, Thomas Kincaid, Hyde Park ter Dec 14 Campbell & Co, Warwick st, Regent st

Hole, Francis Richard, Woodbury, Devon Dec 1 Burd & Co, Okehampton, Devon

Holloway, Jane Sarah, Fulham Nov 30 Woodbridge & Sons, Serjeants' inn, Fleet st

Hotham, Rev John Hallett, Hove Dec 14 Fitzhugh & Co, Brighton

Houlder, Edwin Savory, Leadenhall st, Ship Owner Nov 30 Routh & Co, Southampton st, Bloomsbury

Lewis, Joseph Slater, Norwood, Electrical Engineer Nov 20 Longton, Warrington

Lockwood, John Edwin, Manchester, Dealer in Tailors' Trimmings Nov 15 Berry, Manchester

Lumley, Agnes, Blackwater, Hants Dec 14 Tyler, Clement's inn, Strand

Macdonald, John, Balham Dec 2 Edwards, Queen Victoria st

Maxwell, William Frank, Houghton, Cumberland, Farmer Dec 18 Kennedy & Glover, Ormskirk

Miller, Clement, Swinton, Lancs Dec 4 Lea, Manchester

Mortimer, Matilda Phillips, Shepherd's Bush Dec 16 Bull & Bull, Hammersmith

Ogden, Joseph, Oldham, Mule Overlooker Nov 7 R & J Ashcroft & Maw, Oldham

Perry, Arthur Frances, Headley, Hants, Mantle Manufacturer Dec 9 Burton & Son, Blackfriars rd

Pulley, Frederick, Beckenham Dec 31 Leighton & Savory, Clement's inn, Strand

Renshaw, James Ernest, West Kensington Dec 1 Fardell, Ryde, I of W

Richardson, William, Scarborough, Assistant Station Master Dec 17 Hick & Co, Scarborough

Robertshaw, Richard, Norwood Green, nr Halifax, Boot Maker Nov 30 Beldon & Ackroyd, Bradford

Rumford, Latham Mensworth, South Hampstead, Flour Factor Dec 2 Rundle & Hobrow, Basinghall st

Sach, George, Wivenhoe, Essex, Farmer Dec 1 Witney & Denton, Colchester

Shelton, William, Tooting, Master Porter Dec 8 Russell & Russell, Coleman st

Smith, Joseph, Haverah Park, Yorks, Farmer Dec 4 Newstead & Co, Otley

Sutton, William Axter, Reading, Builder's Manager Dec 14 Brain & Brain, Reading

Waltham, John, Battersea, Licensed Victualler Dec 23 Lendon, Budge row

Wande, William, Doncaster, Veterinary Surgeon Nov 23 Allen, Doncaster

Whicker, Arthur, Birmingham, Commercial Traveller Hooper & Co, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 8.

RECEIVING ORDERS.

AMESBURY, WILLIAM, Abergwynfi, Glam, Coal Miner Aberavon Pet Nov 4 Ord Nov 4

BAILY, GEORGE, Woolverton, Somerset, late Farmer Frome Pet Nov 4 Ord Nov 4

BALLANTINE, WALTER, Margaret st, Cavendish sq High Court Pet June 15 Ord Nov 4

BATES, WILLIAM, Nuneaton, Warwick, Labourer Coventry Pet Nov 5 Ord Nov 5

BEATTIE, ROBERT JOHN, Bangor, Pawnbroker's Manager Bangor Pet Nov 5 Ord Nov 5

BENNETT, FREDERICK, Dudley, Fruiterer Dudley Pet Nov 1 Ord Nov 1

BLAMIRES, GEORGE, Meersbrook, Sheffield, Engineer Sheffield Pet Nov 6 Ord Nov 6

BROOKE, FREDERICK, Wimbledon, Auctioneer's Clerk High Court Pet Sept 30 Ord Nov 5

BROWN, HENRY HOLCOMBE, Brighton, Corn Merchant Brighton Pet Sept 30 Ord Nov 5

CORNISH, JOHN, Leicester, Coal Merchant Leicester Pet Nov 5 Ord Nov 5

DALE THOMAS HENRY, Middleham, Yorks, Racehorse Trainer Northallerton Pet Nov 4 Ord Nov 4

DAVENPORT, H S, Suffolk House, Laurence Pountney hill High Court Pet Oct 16 Ord Nov 5

EDWARDS, JOHN DANIEL, Llandudno, Grocer Bangor Pet Nov 4 Ord Nov 4

FINGERHUT, CALMAN OR KALMAN, Strangeways, Manchester Manchester Pet Nov 5 Ord Nov 5

GASKARTH, JOHN, Crosthwaite, Cumberland, Farmer Workington Pet Nov 4 Ord Nov 4

GATES, EDGAR JAMES, Toddington, Beds, Draper Luton Pet Nov 5 Ord Nov 5

GREENWOOD, WILLIAM, Rishton, Lancs, Contractor Blackburn Pet Nov 4 Ord Nov 4

HARRIS, RAPHEL, Leeds, Slipper Manufacturer Leeds Pet Nov 5 Ord Nov 5

HARTLEY, JOHN, Blackpool Preston Pet Nov 5 Ord Nov 5

HUXTABLE, JOHN, Swansea, Mason Swansea Pet Nov 6 Ord Nov 6

HYMAN, ISAAC, Leeds, Draper Leeds Pet Nov 6 Ord Nov 6

KINANE, MICHAEL, Swansea, Grocer Swansea Pet Nov 6 Ord Nov 6

LONGDEN, EDWARD WRIXON DUNCAN, Broad st House, New Broad st High Court Pet Aug 10 Ord Nov 5

LONGLEY, THOMAS, Maidstone Maidstone Pet Nov 5 Ord Nov 5

MILNE, JOHN, Blackpool Preston Pet Nov 4 Ord Nov 4

NORTON, RICHARD, Kingston upon Hull, Cycle Agent Kingston upon Hull Pet Oct 24 Ord Nov 4

PALMER, WILLIAM, Hove, House Dealer Brighton Pet Nov 4 Ord Nov 4

PEARCEY, MATILDA ASENATH, Bournemouth Poole Pet Nov 4 Ord Nov 4

POCOCK, JAMES RICHARD, Wantage, Berks, Baker Oxford Pet Oct 14 Ord Nov 4

PODMORE, PETER, Tibberton, Salop, Farmer Stafford Pet Nov 4 Ord Nov 4

RABY, HARRY, Sudbury, Contractor High Court Pet Nov 6 Ord Nov 6

RADFORD, WILLIAM TAPSCOTT, Tiverton, Devon, Photographer Exeter Pet Nov 4 Ord Nov 4

ROYLANCE, ALBERT, Beswick, Manchester, Confectioner Manchester Pet Oct 17 Ord Nov 6

SHORT, JOSEPH JOHN ROLLS, Crosby sq, Merchant High Court Pet Nov 2 Ord Nov 2

SIMS, WILLIAM THOMAS, Oxford, Licensed Victualler Oxford Pet Nov 4 Ord Nov 4

SMART, WILLIAM PATON, Whitley Bay, Northumberland, Painter Newcastle on Tyne Pet Nov 6 Ord Nov 6

SMITH EDWIN FIGG, Isleworth, Fruit Grower Brentford Pet Nov 2 Ord Nov 2

SOUTHORN, NICHOLAS GROSE, Bournemouth, Baker Poole Pet Nov 6 Ord Nov 6

STEPHAN, CHRISTOPHER, Kingston upon Hull, Pork Butcher Kingston upon Hull Pet Nov 4 Ord Nov 4

STONE, FRANK, Alton, Hants, Grocer Winchester Pet Nov 5 Ord Nov 5

THOMSON, JAMES, Waltham Cross, Herts, Saddler Wolverhampton Pet Oct 21 Ord Nov 4

VELTON, RICHARD, Frome, Somerset, Grocer Frome Pet Nov 6 Ord Nov 6

WEBB, HENRY, Nottingham, Baker Nottingham Pet Nov 5 Ord Nov 5

WILLIAMS, RICHARD, Criccieth, Carnarvon, Grocer Portmadoc Pet Nov 5 Ord Nov 5

WILLS, WILLIAM, Hinckley, Furniture Dealer Leicester Pet Oct 22 Ord Nov 4

FIRST MEETINGS.

BATCHELAR, JOHN, Brook Green, West Kensington, Timber Merchant Nov 18 at 2.30 Bankruptcy bldgs, Carey st

BATES, WILLIAM, Nuneaton, Labourer Nov 15 at 12 Off Rec, 17, Hertford st, Coventry

BEATTIE, ROBERT JOHN, Bangor, Carnarvon. Pawnbroker's Manager Nov 18 at 2.45 Ship Hotel, Bangor

BERRINGTON, JOSEPH ERNEST, Nottingham, Insurance Agent Nov 15 at 12 30 Off Rec, 4, Castle pl, Park st, Nottingham

BROWN, HENRY HOLCOMBE, Brighton, Corn Merchant Nov 15 at 11 Off Rec, 4, Pavilion bldgs, Brighton

BROWN, IVO HERBERT, Sheffield, Provision Dealer Nov 15 at 12 Off Rec, Figtree ln, Sheffield

CLARKE, EMILY, Datchet, Bucks Nov 18 at 3 95, Temple chambrs, Temple av

CLARKE, ROBERT FRANCIS, Barnstaple, Boot Dealer Nov 15 at 11 Off Rec, 8a, Hammet st, Taunton

CORNISH, JOHN, Leicester, Coal Merchant Nov 15 at 12.30 Off Rec, 1, Berridge st, Leicester

DAVIS, ELIZABETH, Stamford, Lincs, Pawnbroker Nov 15 at 12.30 Stamford Hotel, Stamford

HARRIS, RAPHEL, Leeds, Slipper Manufacturer Nov 15 at 11 Off Rec, 22, Park row, Leeds

HARVEY, CHARLES HANNEN, Brighton, Grocer Nov 27 at 12 Bankruptcy bldgs, Carey st

HINCH, HANNAH, Mildmay Park, Builder Nov 26 at 2.30 Bankruptcy bldgs, Carey st

HOMES, THOMAS, Stepney, Licensed Victualler Nov 19 at 11 Bankruptcy bldgs, Carey st

HORTON, BETSY, Kingston upon Hull, Grocer Nov 15 at 11 Off Rec, Trinity House ln, Hull

LAING, HARRY G, Bognor Nov 20 at 2.30 Bankruptcy bldgs, Carey st

LONGLEY, THOMAS, Maidstone Nov 27 at 11 9, King st, Maidstone

LORD, JOHN, Syston, Leicester, Wood Working Machinist Nov 15 at 12 Off Rec, 1, Berridge st, Leicester

LUCAS, C B, Tooting, Surrey Nov 26 at 12 Bankruptcy bldgs, Carey st

MARSH, KATE TOLSON, Regent st, Bootmaker Nov 25 at 12 Bankruptcy bldgs, Carey st

MASSEL, JOSEPH, Cheetham, Manchester, Printer Nov 15 at 2.30 Off Rec, Byrom st, Manchester

MEARS, HENRY, and THOMAS ODELL, Tinsley, nr Crawley, Sussex, Farmers Nov 15 at 12.30 24, Railway app, London Bridge

MORRIS, J E Cardiff, Grocer Nov 15 at 11 117, St Mary st, Cardiff

MUSSALEEN, MUSSALEEN CAJA GULON, Featherstone bldgs, High Holborn, Merchant Nov 25 at 2 30 Bankruptcy bldgs, Carey st

NATHAN, ALFRED, Cranbourne mans, Leicester sq, Commission Agent Nov 19 at 12 Bankruptcy bldgs, Carey st

NIBLETT, HENRY, and FRANCIS NIBLETT, Bispham, nr Blackpool, Builders Nov 18 at 11 Off Rec, 14, Chapel st, Preston

ORRELL, FREDERICK, Nottingham, Baker Nov 15 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

RADFORD, WILLIAM TAPSCOTT, Tiverton, Devon, Photographer Nov 21 at 10 30 Off Rec, 13, Bedford circus, Exeter

SENIOR, TOM WILLIE LITTLEWOOD, Hemsworth, Yorks, Newsagent Nov 15 at 11 Off Rec, 6, Bond ter, Wakefield

STAPLETON, CHARLES, Ampthill, Beds, Boot Upper Maker Nov 19 at 10.30 C B Halliley, Solicitor, Mill st, Bedford

STEPHAN, CHRISTOPHER, Kingston upon Hull, Pork Butcher Nov 15 at 11 30 Off Rec, Trinity House ln, Hull

STRATFORD, ALFRED JOHN, Dartford, Contractor Nov 18 at 12.15 115, High st, Rochester

THE LONDON PENNY OMNIBUS ASSOCIATION, Victoria st, Westminster, Omnibus Proprietors Nov 22 at 12 Bankruptcy bldgs, Carey st

THOMAS, EVAN, Pontypridd, Grocer Nov 15 at 3 135, High st, Merthyr Tydfil

THOMAS, ROGER HODGES, Aberdare, Assistant Schoolmaster Nov 15 at 2 135, High st, Merthyr Tydfil

TRACY, MICHAEL, Plymouth Nov 18 at 11 6, Athenæum ter, Plymouth

TURPIN, WILLIAM HENRY ALLEN, Aldersgate st, Underwear Manufacturer Nov 18 at 12 Bankruptcy bldgs, Carey st

WALKER, WILLIAM, Preston Nov 18 at 11.30 Off Rec, 14, Chapel st, Preston

WILES, STEPHEN FLETCHER, Reading, Cycle Manufacturer Nov 19 at 3 95, Temple chmbrs, Temple av

ADJUDICATIONS.

ALLOWAY, FREDERICK DOUGLAS, Lincoln's inn fields, Solicitor High Court Pet July 30 Ord Oct 31

AMESBURY, WILLIAM, Abergwynfi, Glam, Coal Miner Aberavon Pet Nov 4 Ord Nov 4

BAGNALL, WALTER GEORGE, Gracechurch st High Court Pet April 12 Ord Nov 4

BAILEY, VINCENT, Feots Cray, Kent, Traveller Croydon Pet May 6 Ord May 6

BAILY, GEORGE, Woolverton, Somerset Frome Pet Nov 4 Ord Nov 4

BALKIN, C H, Cheapside High Court Pet Aug 9 Ord Nov 4

BATES, WILLIAM, Nuneaton, Labourer Coventry Pet Nov 5 Ord Nov 5

BEATTIE, ROBERT JOHN, Bangor, Pawnbroker's Manager Bangor Pet Nov 5 Ord Nov 5

BENNETT, FREDERICK, Dudley, Worcester, Fruiterer Dudley Pet Nov 1 Ord Nov 1

BLAMIRES, GEORGE, Sheffield, Engineer Sheffield Pet Nov 6 Ord Nov 6

BRAND, GEORGE, Lambeth Palace rd, Sanitary Engineer's Manager High Court Pet Sept 2 Ord Nov 5

BROWN, HENRY HOLCOMBE, Brighton, Corn Merchant Brighton Pet Sept 30 Ord Nov 6

CLARKE, EMILY, Datchet, Bucks Windsor Pet Aug 30 Ord Nov 5

COLE, FRANK GODFREY, and REUBEN JOHN FREDERICK CLARK, Stratford, Stationers High Court Pet Oct 26 Ord Nov 4

COPSON, JOHN, Tamworth, Staffs, Saddler Birmingham Pet Oct 2 Ord Nov 4

CORNISH, JOHN, Leicester, Coal Merchant Leicester Pet Nov 5 Ord Nov 5

DALE, THOMAS HENRY, Middleham, Yorks, Racehorse Trainer Northallerton Pet Nov 4 Ord Nov 4

DAVIES, BERTON, Turnmill st, Journalist High Court Pet May 31 Ord Nov 4

FELDMAN, MORRIS, Church st, Timber Merchant High Court Pet Oct 9 Ord Nov 6

FINGERHUT, CALMAN OR KALMAN, Strangeways, Manchester Manchester Pet Nov 5 Ord Nov 5

GASKARTH, JOHN, Crosthwaite, Cumberland, Farmer Workington Pet Nov 4 Ord Nov 4

GREENWOOD, WILLIAM, Rishton, Lancs, Contractor Blackburn Pet Nov 4 Ord Nov 4

HARRIS, RAPHEL, Leeds, Slipper Manufacturer Leeds Pet Nov 5 Ord Nov 5

HARTLEY, JOHN, Blackpool, Brewer to a Mineral Water Manufacturer Preston Pet Nov 5 Ord Nov 5

HUXTABLE, JOHN, Swansea, Mason Swansea Pet Nov 6 Ord Nov 6

HYMAN, ISAAC, Leeds, Draper Leeds Pet Nov 6 Ord Nov 6

KINANE, MICHAEL, Swansea, Grocer Swansea Pet Nov 6 Ord Nov 6

LLOYD, JOHN, Ynysbwl, Glam, Boot Dealer Pontypridd Pet Oct 18 Ord Oct 29

LONGLEY, THOMAS, Maidstone Maidstone Pet Nov 5 Ord Nov 5

MARPOLE, EVAN DAVID, Llanidloes, Painter Newtown Pet Oct 28 Ord Nov 6

MILNE, JOHN, Blackpool, Grocer Preston Pet Nov 4 Ord Nov 4

MORRIS, J E, Cardiff, Grocer Cardiff Pet Oct 5 Ord Nov 5

NORTON, RICHARD, Kingston upon Hull, Cycle Agent Kingston upon Hull Pet Oct 24 Ord Nov 6

PEARCEY, MATILDA ASENATH, Bournemouth, Lodging House Proprietress Poole Pet Nov 4 Ord Nov 4

RABY, HARRY, Sudbury, Contractor High Court Pet Nov 6 Ord Nov 6

RADFORD, WILLIAM TAPSCOTT, Tiverton, Devon, Photographer Exeter Pet Nov 4 Ord Nov 4

SOUTHORN, NICHOLAS GROSE, Bournemouth, Baker Poole Pet Nov 6 Ord Nov 6

SCOTT, ALFRED FREDERICK, Middlesborough, Iron Pipe Cutter Middlesborough Pet Nov 1 Ord Nov 1

SHORT, JOSEPH JOHN ROLLS, Crosby sq, Merchant High Court Pet Nov 2 Ord Nov 2

SIMS, WILLIAM THOMAS, Oxford, Licensed Victualler Oxford Pet Nov 4 Ord Nov 4

SMITH, GEORGE, Surbiton Kingston, Surrey Pet Aug 30 Ord Nov 2

SMITH, WILLIAM JAMES, Handsworth, Grocer Birmingham Pet Oct 26 Ord Nov 4

STEPHAN, CHRISTOPHER, Kingston on Hull, Pork Butcher Kingston on Hull Pet Nov 4 Ord Nov 4

STONE, FRANK, Alton, Hants, Grocer Winchester Pet Nov 5 Ord Nov 5

VELTON, RICHARD, Frome, Somerset, Grocer Frome Pet Nov 6 Ord Nov 6

WEBB, HENRY, Nottingham, Baker Nottingham Pet Nov 5 Ord Nov 5

WILLIAMS, RICHARD, Criccieth, Carnarvon, Grocer Portmadoc Pet Nov 5 Ord Nov 5

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

BAYLEY, ARTHUR H, Stonefield st, Islington, Writer of Embossed Letters on Medicine Bottles High Court Rec Ord April 17, 1888 Adjud April 27, 1888 Rese and Annul Nov 4, 1901

London Gazette.—TUESDAY, Nov. 12.

RECEIVING ORDERS.

ALDERSON, ANN, York, Draper York Pet Nov 8 Ord Nov 8

BARBON, LEO MANUEL, Cardiff, Commercial Clerk Cardiff Pet Nov 7 Ord Nov 7

BENTLEY, CHARLES EDWARD, Talycafn, nr Conway, Artist Bangor Pet Nov 8 Ord Nov 8

BENTLEY, SUSAN JANE, Talycafn, nr Conway Bangor Pet Nov 8 Ord Nov 8

BIRD, JAMES, Ramsgate, Cycle Agent Canterbury Pet Nov 8 Ord Nov 8

BOYLES, GEORGE, High Wycombe, Builder Aylesbury Pet Oct 25 Ord Nov 7

CABLE, CHARLES, Gt Yarmouth, Boarding house Keeper Gt Yarmouth Pet Oct 30 Ord Nov 9

CARTER, JOSEPH, Plymouth, Accountant Plymouth Pet Nov 9 Ord Nov 9

CHALMERS, JOHN, Manchester, Reporter Manchester Pet Nov 8 Ord Nov 8

COCKBILL, WILLIAM, Walsall, Haulier Walsall Pet Nov 7 Ord Nov 7

COLLINGWOOD, THOMAS CRISP, Aldersgate st, Licensed Victualler High Court Pet Nov 8 Ord Nov 8

COOPER, THOMAS, Wolverhampton, Newsagent Wolverhampton Pet Nov 8 Ord Nov 8

CUDWORTH, CUTHBERT, Horbury, Yorks, Draper Wakefield Pet Nov 8 Ord Nov 8

DANKS, JAMES, Leatherhead, Printer High Court Pet Nov 8 Ord Nov 8

DAVISON, GEORGE, Felling, nr Gateshead, House Furnisher Newcastle on Tyne Pet Nov 7 Ord Nov 7

DOWRICK, WILLIAM HENRY, Bodmin, General Merchant Truro Pet Nov 9 Ord Nov 9

DYER, WILLIAM JOHN, Truro, Furniture Dealer Truro Pet Nov 7 Ord Nov 7

FELL, CHARLES HARRY, Sheffield, Provision Merchant Sheffield Pet Oct 25 Ord Nov 7

FLETCHER, RICHARD ROBERT, Dirk, nr Selby, Yorks, Thrashing Machine Proprietor York Pet Nov 8 Ord Nov 8

FREEAR, FRED, Denholme, Yorks, Farm Labourer Bradford Pet Nov 7 Ord Nov 7

FRIESE, MARKS, Leeds, Cart Driver Leeds Pet Nov 7 Ord Nov 7

GARSIDE, JAMES ARTHUR, West Vale, nr Halifax, Joiner Halifax Pet Oct 30 Ord Nov 9

GIBBS, WILLIAM HENRY, W Kensington, Builder High Court Pet Oct 24 Ord Nov 8

GOODWILL, JOHN, Bradford, Refreshment House Keeper Bradford Pet Nov 7 Ord Nov 7

GRÉTON, WILLY, S Kensington, Artist High Court Pet March 15 Ord May 25

HARDY, JOHN KELL, West Hartlepool, Wine Merchant Sunderland Pet Nov 7 Ord Nov 7

HARTLEY, ROBERT, Wallasey, Chester, Auctioneer Liverpool Pet Nov 7 Ord Nov 7

HEPWORTH, LEWIS, Tunbridge Wells, Printers' Engineer Tunbridge Wells Pet Nov 6 Ord Nov 6

HUTCHISON, ALFRED HENRY, Twickenham, Greengrocer, Brentford Pet Oct 16 Ord Nov 7

JACKSON, FREDERICK JOHN, Blakenwich, Staffs, Grocer Walsall Pet Nov 6 Ord Nov 6

JENKINS, JOHN, Tylorstown, Glam Pontypridd Pet Nov 7 Ord Nov 7

LAWSON, THOMAS MANN, Queensbury, Yorks Bradford Pet Nov 6 Pet Nov 6

MCCULLOUGH, J, Newport, Cabinet Maker Newport, Mon Pet Oct 24 Ord Nov 4

MAGGS, TOM, Cardiff, Builder Cardiff Pet Oct 21 Ord Nov 6

MITCHELL, LLEWELLYN ALPHONSO, Pulham, Dorset, Farmer Dorchester Pet Nov 9 Ord Nov 9

PALMER, WILLIAM, Redcar, Yorks, Labourer Middlesborough Pet Nov 8 Ord Nov 8

PHILLIPS, JOSEPH, St Ives, Farmer Plymouth Pet Nov 8 Ord Nov 8

BADCLIFFE, JOHN HENRY, Leeds Leeds Pet Nov 6 Ord Nov 6

BEEVES, JOHN ALFRED, Cardiff, Provision Merchant Cardiff Pet Oct 26 Ord Nov 7

SAUNDERS, ELIJAH, Cambridge, Tent Manufacturer King's Lynn Pet Nov 7 Ord Nov 7

SMITH, CHARLES, Birmingham, Saddlers' Ironmonger Birmingham Pet Nov 8 Ord Nov 8

SMITH, WILLIAM LUCIUS, King's Lynn, Butcher King's Lynn Pet Nov 9 Ord Nov 9

SPINNER, WILLIAM, Eastry next Sandwich, Kent, Market Gardener Canterbury Pet Nov 9 Ord Nov 9

STANLEY, ARTHUR Victoria st, Music Dealer High Court Pet Nov 8 Ord Nov 8

STANLEY, EDWARD, Bristol, Hairdresser Bristol Pet Nov 8 Ord Nov 8

TALBOT, JAMES GEORGE GOODSON, Totnes, General Dealer Plymouth Pet Nov 7 Ord Nov 7

TUCKER, JOHN, St Columb, Cornwall, Currier Truro Pet Nov 9 Ord Nov 9

TYLER, PAUL PHILIP, Gt Dunmow, Essex, Plumber Chelmsford Pet Nov 8 Ord Nov 8

VOILE, THOMAS, Leicester, Yarn Agent Leicester Pet Nov 6 Ord Nov 6

WALLER, BERTIE GUY WALLER, Conduit st, Theatrical Manager High Court Pet Nov 7 Ord Nov 7

WHITE, WILLIAM HODGKIN, Church Gresley, Derby, Grocer Burton on Trent Pet Oct 22 Ord Nov 7

WICKINS, SAMUEL, Telegraph st, Company Promoter High Court Pet Oct 19 Ord Nov 7

WILLIAMS, JOHN, Abergele, Denbigh, Farm Bailiff Bangor Pet Nov 7 Ord Nov 7

FIRST MEETINGS.

ALDERSON, ANN, York, Draper Nov 25 at 11.30 Off Rec, 28, Stonegate, York

AMESBURY, WILLIAM, Abergwynfi, Glam, Coal Miner Nov 19 at 12.30 Off Rec, 31, Alexandra rd, Swansea

BAILY, GEORGE, Woolverton, Somerset Nov 20 at 11.45 Off Rec, 26, Baldwin st, Bristol

BENNETT, FREDERICK WILLIAM JOHN, Dudley, Worcester, Fruiterer Nov 21 at 10.30 Off Rec, Wolverhampton st, Dudley

BIRD, JAMES, Ramsgate, Cycle Agent Nov 21 at 9 Off Rec, 68, Castle st, Canterbury

BLAMIRES, GEORGE, Sheffield, Engineer Nov 19 at 12 Off Rec, Figtree ln, Sheffield

BROOKS, FREDERICK, Wimbledon, Auctioneer's Clerk Nov 21 at 12 Bankruptcy bldgs, Carey st

BROTHERHOOD, WILLIAM, Ilkeston, Derby, Wallpaper Dealer Nov 19 at 3 Off Rec, 47, Full st, Derby

COLLINGWOOD, THOMAS CRISP, Aldersgate st, Licensed Victualler Nov 25 at 2.30 Bankruptcy bldgs, Carey st

DALE THOMAS HENRY, Middleham, Yorks, Racehorse Trainer Nov 21 at 2.45 Henrici's Railway Hotel, Northallerton

DANKS, JAMES, Leatherhead, Printer Nov 25 at 12 Bankruptcy bldgs Carey st

DAVENPORT, H S, Suffolk House, Laurence Pountney hill Nov 21 at 12 Bankruptcy bldgs, Carey st

DAVIES, DANIEL, Aberavon, Engineer Nov 19 at 12 Off Rec 31, Alexandra rd, Swansea

DICKINSON, WALTER GEORGE BURNETT, Boston, Lincs, Veterinary Surgeon Nov 21 at 12.15 Off Rec, 4 and 6, West st, Boston

DYER, WILLIAM JOHN, Truro, Furniture Dealer Nov 21 at 12 Off Rec, Boscawen st, Truro

ELLMAN, ABRAHAM, and LOUIS ELLMAN, Manchester, Auctioneers Nov 20 at 2.30 Off Rec, Byrom st, Manchester

EVANS, DAVID VARTRO, Liverpool, Seafarer's Outfitter Nov 20 at 12 Off Rec, 35, Victoria st, Liverpool

FINGERHUT, CALMAN OF KALMAN, Manchester Nov 20 at 3 Off Rec, Byrom st, Manchester

FLETCHER, RICHARD ROBERT, Drax, nr Selby, Yorks Threshing Machine Proprietor Nov 25 at 12.30 Off Rec, 28, Stonegate, York

FREEAR, FRED, Denholme, Yorks, Farm Labourer Nov 21 at 11.30 Off Rec, 31, Manor row, Bradford

FRIEZE, MARKS, Leeds, Cart Driver Nov 19 at 12 Off Rec, 22, Park row, Leeds

GATES, EDGAR JAMES, Toddington, Beds, Draper Nov 21 at 12 Chamber of Commerce, 53, George st, Luton

GOODWILL, JOHN, Bradford, Refreshment House Keeper Nov 21 at 11 Off Rec, 31, Manor row, Bradford

GREEN, HENRY JOSEPH, Wymeswold, Leicester, Licensed Victualler Nov 19 at 12.30 Off Rec, 1, Berridge st, Leicester

HALL, HENRY, Handsworth, Pearl Button Manufacturer Nov 20 at 11 174, Corporation st, Birmingham

HARDING, TOM, Bristol, Warehouse Foreman Nov 20 at 11.30 Off Rec, 26, Baldwin st, Bristol

HILL, JOHN CARLTON, Frinton on Sea, Essex, House Decorator Nov 20 at 11 Cups Hotel, Colchester

HINDE, ALLEN, Bunbury, Cheshire, Painter Nov 21 at 12 Royal Hotel, Crewe

HOLMES, RALPH PHILLIPS, Birstall, Yorks, Tallow Chandler Nov 21 at 3 Off Rec, Bank chmbrs, Batley

HOPEWELL, ELIZA MATILDA, Grays, Essex, Furnishing Ironmonger Nov 20 at 3 95, Temple chmbrs, Temple av

HYMAN, ISAAC, Leeds, Draper Nov 19 at 11 Off Rec, 22, Park row, Leeds

LAWSON, THOMAS MANN, Queensbury, Yorks Nov 19 at 11 Off Rec, 31, Manor row, Bradford

PALMER, WILLIAM, Redcar, Yorks, Labourer Nov 22 at 3 Off Rec, 8, Albert rd, Middlesborough

PALMER, WILLIAM, Hove, Horse Dealer Nov 19 at 11 Off Rec, 4, Pavilion bldgs, Brighton

PODMORE, PETER, Tibberton, Salop, Farmer Nov 19 at 11.15 Royal Victoria Hotel, Newport, Salop

RABY, HARRY, St John's Wood, Contractor Nov 20 at 11 Bankruptcy bldgs, Carey st

RADCLIFFE, JOHN HENRY, Leeds Nov 19 at 11.30 Off Rec 22, Park row, Leeds

RANSOME SHEPPARD JAMES, and ARTHUR JAMES RANSOME, Leadenhall st, General Merchants Nov 20 at 12 Bankruptcy bldgs, Carey st

SCOTT, ALFRED FREDERICK, Middlesborough, Iron Pipe Cutter Nov 21, at 3 Off Rec, 8, Albert rd, Middlesborough

SHEAFORD, WILLIAM, Sheffield, Waterworks Inspector Nov 19 at 12.30 Off Rec, Figtree ln, Sheffield

SMART, WILLIAM PATON, Whitley Bay, Northumberland, Painter Nov 19 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

SMITH, EDWIN FIGG, Isleworth, Fruit Grower, Nov 19 at 12 Room 91, Temple chmbrs, Temple av

SPINNER, WILLIAM, Eastry next Sandwich, Kent, Market Gardener Nov 21 at 9 30 Off Rec, 68, Castle st, Canterbury

STANLEY, EDWARD, Bristol, Hairdresser Nov 20 at 12.15 Off Rec, 26, Baldwin st, Bristol

STICKELLS, THOMAS, Limehouse Nov 20 at 2 30 Bankruptcy bldgs, Carey st

STONE, FRANK, Alton, Hants, Grocer Nov 19 at 3 Off Rec, 172, High st, Southampton

TRENKLE, CHARLES, Brewer's st, Piccadilly circus, Caterers' Superintendent Nov 21 at 11 Bankruptcy bldgs, Carey st

VELTOM, RICHARD, Frome, Grocer Nov 20 at 12 Off Rec, 26, Baldwin st, Bristol

WALTERS, FREDERICK JOHN, Finsbury Park, Corn Merchant Nov 21 at 12 Bankruptcy bldgs, Carey st

WILLIAMS, EVAN, Barmouth, Merioneth, Contractor Nov 19 at 11 Townhall, Aberystwith

Amended notices substituted for those published in the London Gazette of Nov 1:

BOLSHAW, JOSEPH ARTHUR, Walsall, Grocer Nov 8 at 12 Off Rec, Wolverhampton

CRAWLEY, HENRY COPELAND, Watford, Herts, House Furnisher Nov 11 at 12 Room 91, Temple chmbrs, Temple av

Amended notices substituted for those published in the London Gazette of Nov 8:

MURSALEEN, MURSALEEN CAJA GULON, High Holborn, Merchant Nov 25 at 2.30 Bankruptcy bldgs, Carey st

NATHAN, ALFRED, Leicester sq, Commission Agent Nov 19 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALDERSON, ANN, York, Draper York Pet Nov 8 Ord Nov 8

BARRON, LEO MANUEL, Cardiff, Commercial Clerk Cardiff Pet Nov 7 Ord Nov 7

BENTLEY, CHARLES EDWARD, Talycafn, nr Conway, Carnarvon, Artist Bangor Pet Nov 8 Ord Nov 8

BENTLEY, SUSAN JANE, Talycafyn, nr Conway Bangor Pet Nov 8 Ord Nov 8

BIRD, JAMES, Ramsgate, Cycle Agent Canterbury Pet Nov 8 Ord Nov 8

CHALMERS, JOHN, Manchester, Reporter Manchester Pet Nov 8 Ord Nov 8

COOPER, THOMAS, Wolverhampton, Tobacconist Wolverhampton Pet Nov 8 Ord Nov 8

CUDWORTH, CUTHBERT, Horbury, Yorks, Draper Wakefield Pet Nov 8 Ord Nov 8

CULLEN, ERNEST, and SARAH CAROLINE CLARIDGE, Bartholomew close, Mantle Makers High Court Pet Oct 30 Ord Nov 7

DALE, ISAAC, and WILLIAM KEMP, Birmingham, Shopfitters Birmingham Pet Oct 7 Ord Nov 9

DOWRICK, WILLIAM HENRY, Bodmin, General Merchant Truro Pet Nov 9 Ord Nov 9

DYER, WILLIAM JOHN, Truro, Furniture Dealer Truro Pet Nov 7 Ord Nov 7

FELL, CHARLES HARRY, Sheffield, Provision Merchant Sheffield Pet Oct 25 Ord Nov 9

FLETCHER, RICHARD ROBERT, Drax, nr Selby, Yorks Threshing Machine Proprietor York Pet Nov 8 Ord Nov 8

FREEAR, FRED, Denholme, Yorks, Farm Labourer Bradford Pet Nov 7 Ord Nov 7

FRIEZE, MARKS, Leeds, Cart Driver Leeds Pet Nov 7 Ord Nov 7

GOODWILL, JOHN, Bradford, Refreshment house Keeper Bradford Pet Nov 7 Ord Nov 7

GREGORY, JAMES ALBERT, Little Ness, Salop, Farmer Shrewsbury Pet Oct 14 Ord Nov 9

HARDY, JOHN KELL, West Hartlepool, Wine Merchant Sunderland Pet Nov 7 Ord Nov 7

JENKINS, JOHN, Tylorstown, Glam, Painter Pontypridd Pet Nov 7 Ord Nov 7

LAWSON, THOMAS MANN, Queensbury, Yorks Bradford Pet Nov 6 Ord Nov 6

MCCULLOUGH, J, Newport, Cabinet Maker Newport, Mon Pet Oct 24 Ord Nov 9

MITCHELL, LLEWELLYN ALPHONSO, Pulham, Dorset, Farmer Dorchester Pet Nov 9 Ord Nov 9

NORRIS, HENRY SHERWOOD, Walbrook, Merchant High Court Pet Nov 6 Ord Dec 8

PALMER, WILLIAM, Redcar, Yorks, Labourer Middlesbrough Pet Nov 8 Ord Nov 8

PALMER, WILLIAM, Hove, Horse Dealer Brighton Pet Nov 4 Ord Nov 8

PHILLIPS, JOSEPH, St Ive, Cornwall, Farmer Plymouth Pet Nov 8 Ord Nov 8

RADCLIFFE, JOHN HENRY, Leeds Leeds Pet Nov 6 Ord Nov 6

RIDDLE, JOHN Swalwell, Durham, Farmer Newcastle on Tyne Pet Oct 22 Ord Nov 7

ROYLANCE, ALBERT, Manchester, Confectioner Manchester Pet Oct 17 Ord Nov 7

SANDEMAN, HARRY, Throgmorton av High Court Pet Oct 8 Ord Nov 8

SAUNDERS, ELIJAH, Cambridge, Tent Manufacturer King's Lynn Pet Nov 7 Ord Nov 7

SMITH, WILLIAM LUCIUS, King's Lynn, Butcher King's Lynn Pet Nov 9 Ord Nov 9

SPINNER, WILLIAM, Eastry next Sandwich, Kent, Market Gardener Canterbury Pet Nov 9 Ord Nov 9

STANLEY, EDWARD, Bristol, Hairdresser Bristol Pet Nov 8 Ord Nov 8

TALBOT, JAMES GEORGE GOODSON, Totnes, General Dealer Plymouth Pet Nov 7 Ord Nov 7

TUCKER, JOHN, St Columb, Cornwall, Currier Truro Pet Nov 9 Ord Nov 9

TYLER, PAUL PHILIP, Gt Dunmow, Essex, Plumber Chelmsford Pet Nov 8 Ord Nov 8

VOILE, THOMAS, Leicester, Yarn Agent Leicester Pet Nov 6 Ord Nov 6

WALLER, BERTIE GUY WALLER, Conduit st, Theatrical Manager High Court Pet Nov 7 Ord Nov 7

WILLIAMS, EVAN, Barmouth, Merioneth, Builder Aberystwith Pet Nov 1 Ord Nov 7

WILLIAMS, JOHN, Abergele, Denbigh, Farm Bailiff Bangor Pet Nov 7 Ord 7

Amended notice substituted for that published in the London Gazette of Oct 4:

THOMAS, JAMES RHODE, Cardiff, Painter Cardiff Pet Sept 30 Ord Oct 1

Amended notice substituted for that published in the London Gazette of Oct 25:

KEY WILFRED JOHN WILLIAM, Swineshead, Lincs, Butcher Boston Pet Oct 21 Ord Oct 21

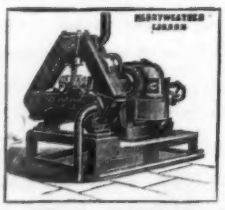
MERRYWEATHERS'

COMBINATION OF APPARATUS FOR

FIRE PROTECTION,

ELECTRIC LIGHTING,

and WATER SUPPLY.



Three purposes provided for at One Minimum Cost.

Experienced Engineers sent to Survey at Mansions, Estates, and Villages.

MERRYWEATHERS' PORTABLE FIRE APPARATUS

FOR INDOOR PROTECTION.

"London Brigade" Hand Fire Pump - £5 5 0

(With which one person can attack a fire unaided, and by which three-fourths of the fires in London are put out every year.)

"Chute" Fire Escapes, from - - £5 0 0

Hydrant Systems, from - - £30 0 0

Pressure Augmentors for High Buildings where water service is at low pressure.

SPECIAL SPRINKLERS FOR LIFT SHAFTS.

Write for Pamphlets, post-free.

MERRYWEATHERS', 63, Long Acre, W.C., LONDON.